



## CITY COUNCIL AGENDA

Monday, April 18, 2022  
Regular Session – 7:00 p.m.  
Room 102

---

### CALL TO ORDER

### REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

### PROCLAMATION

ARMENIAN REMEMBRANCE DAY

### PUBLIC COMMENT

(matters not on the agenda)

### ALDERMEN ANNOUNCEMENTS/COMMENTS

### MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

### CITY CLERK ANNOUNCEMENTS/COMMENTS

### MANAGER'S REPORT

### CITY ATTORNEY/GENERAL COUNSEL REPORT

**CONSENT AGENDA**

1. **FIRST READING – ORDINANCE M-16-22:** Authorizing the Sale of Property at 600 East Algonquin Road to Non-Profit Organization “Clean Up-Give Back”
2. **RESOLUTION R-75-22:** Waiving Bidding Requirements and Approving a 36-Month Agreement with Wide Open West (WOW) Business Services, LLC for Telecommunication Services in the Monthly Amount of \$1,240.00. Budgeted Funds – General/Overhead.
3. **RESOLUTION R-76-22:** Authorizing the Termination of a License Agreement with Juice & Berry, LLC for the Operation of a Concession in the Downtown Train Station and **RESOLUTION R-77-22:** Approving a License Agreement with Brew Lounge, LLC, for the Operation of a Concession in the Downtown Train Station
4. **RESOLUTION R-79-22:** Approving an Agreement with John Neri Construction Co., Inc., Addison, Illinois in a Not-to-Exceed Amount of \$696,550 for the Lake Opeka Storm Water Pump Station Project. Budgeted Funds – Capital Projects.
5. **SECOND READING – ORDINANCE M-15-22:** Amending Provisions of Chapter 2 of Title 5 of the Des Plaines City Code Regarding Waste Collection
6. **SECOND READING – ORDINANCE M-10-22:** Amending Section 8-1-11 of the City of Des Plaines City Code Regarding the Removal of Snow and Ice from Public Rights of Way
7. Minutes/Regular Meeting – April 4, 2022
8. **RESOLUTION R-82-22:** Approving an Agreement with Swallow Construction Corporation, West Chicago, Illinois in a Not-to-Exceed Amount of \$8,332,479.82 for the 2022 Capital Improvement Program – Contract A, Stormwater Improvements. Budgeted Funds – Capital Projects and Grant Funded Projects.

**UNFINISHED BUSINESS**

n/a

**NEW BUSINESS**

1. **FINANCE & ADMINISTRATION** – Alderman Artur Zadrozny, Chair
  - a. Warrant Register in the Amount of \$2,495,384.96 – **RESOLUTION R-80-22**
2. **COMMUNITY SERVICES** – Alderman Shamoan Ebrahimi, Chair
  - a. Consideration of Awarding 33 Grant Recipients Funding for the 2022 Social Services Program in an Amount Not-to-Exceed \$160,000 – **RESOLUTION R-81-22**

**OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER**

**ADJOURNMENT**

ORDINANCES ON THE AGENDA FOR FIRST READING APPROVAL MAY ALSO, AT THE COUNCIL'S DISCRETION, BE ADOPTED FOR FINAL PASSAGE AT THE SAME MEETING.

**City of Des Plaines, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the ADA Coordinator at 391-5486 to allow the City to make reasonable accommodations for these persons.**



OFFICE OF THE MAYOR

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5301  
desplaines.org

MEMORANDUM

Date: April 7, 2022  
To: Aldermen  
Cc: Michael G. Bartholomew, City Manager  
From: Andrew Goczkowski, Mayor *AG..*  
Subject: Proclamation

---

At the beginning of the April 18, 2022 City Council Meeting, we will be issuing a Proclamation declaring April 24, 2022 as Armenian Genocide Remembrance Day.

**OFFICE OF THE MAYOR**  
**CITY OF DES PLAINES, ILLINOIS**

**WHEREAS,** *the murder of over 2 million Armenians, Assyrians and Greeks and the forced deportation of countless others, between the years of 1915 and 1923 by the Ottoman Turks is known as the Armenian Genocide, Seyfo and Genoktonia ton Ellinon respectively; and*

**WHEREAS,** *after being forced to witness the massacre of their relatives and suffering the loss of their ancestral homeland, survivors of this genocide and their descendants found refuge and began new lives in Illinois; and*

**WHEREAS,** *many of the 20,000 Armenian, 80,000 Assyrian and 150,000 Greek Americans in Illinois are descendants of survivors of the Genocide and have been forthright in their efforts to preserve their culture, heritage and language, while making significant contributions in all areas of American life including education, medicine, science, business, arts, government and public service in Illinois; and*

**WHEREAS,** *the State of Illinois has affirmed, through the establishment of a Holocaust and Genocide Commission and the creation of a public school genocide education curriculum mandate, that raising awareness of the Armenian Genocide and other such atrocities is crucial in the prevention of future crimes against humanity; and*

**WHEREAS,** *the Armenian, Assyrian and Greek American community and people of good conscience around the world will commemorate the 107<sup>th</sup> Anniversary of the Armenian Genocide on April 24, 2022.*

*Now, therefore, I, ANDREW GOCZKOWSKI, MAYOR OF THE CITY OF DES PLAINES, do hereby proclaim April 24, 2022 as*

**DAY OF REMEMBRANCE**

*in the City of Des Plaines in honor of the millions of victims of the Armenian, Greek and Assyrian Genocides..*

*Dated this 18<sup>th</sup> day of April, 2022*

---

*Andrew Goczkowski, Mayor*



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5380  
desplaines.org

MEMORANDUM

Date: April 7, 2022  
 To: Michael G. Bartholomew, City Manager  
 From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*  
 Subject: Ordinance Authorizing the Sale of Property at 600 E. Algonquin Road to Clean Up-Give Back

**Issue:** Clean Up-Give Back.org, an Illinois not-for-profit organization, has approached the City with an offer to purchase the property at 600 E. Algonquin Road.

**Analysis:** 600 E. Algonquin Road is an 8,362-square-foot property at the northeast corner of Wolf Road and Algonquin. The property is improved with a 2,419-square-foot, single-story building that formerly served as the Self-Help Pantry and Closet, until the pantry relocated to 769 Holiday Lane. Since the departure of the pantry, the building has been unoccupied. The City had marketed the property on its website and with a for-sale sign.

Clean Up-Give Back coordinates and organizes clean-ups at parks, roadways, and other properties for entities and people looking for or needing service activities. While the organization is already based in Des Plaines, it has been searching for a different location for its headquarters and has offered the City \$90,000 as consideration for the property. The purchase and sale agreement includes a term that the buyer could not sell the property for more than \$90,000 for a five-year period after acquisition.

**City Council Action:** Pursuant to Section 5 of Chapter 12 of Title 1 of the City Code, the City Council may pass Ordinance M-16-22 to authorize the sale of the property to Clean Up-Give Back.org, as stipulated by the terms and conditions of the purchase and sale agreement, which is an exhibit to the approving Ordinance.

**Attachments**

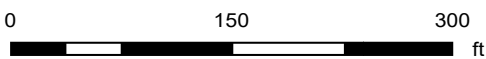
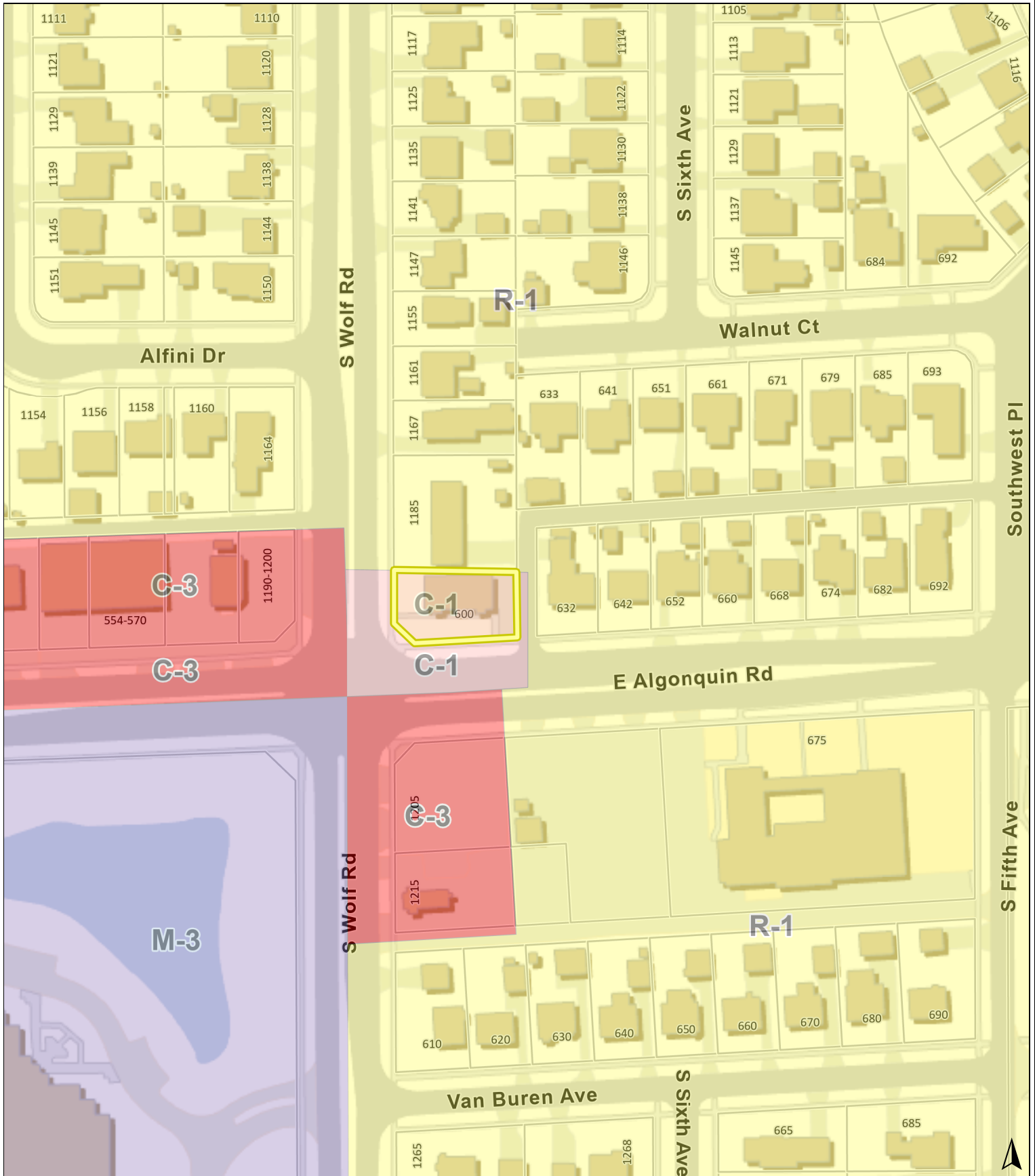
Attachment 1: Location Map

**Ordinance M-16-22**

**Exhibits**

Exhibit A: Legal Description

Exhibit B: Purchase and Sale Agreement



Print Date: 3/1/2022

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

**CITY OF DES PLAINES**

**ORDINANCE M – 16 - 22**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF THE PROPERTY LOCATED AT 600 E. ALGONQUIN ROAD, DES PLAINES, ILLINOIS.**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, Section 1-12-5 of the City Code of the City of Des Plaines authorizes the City Council to sell and convey any real property owned or held by the City that the City Council has determined to be no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City; and

**WHEREAS**, the City is the record title owner (“*Owner*”) of that certain property commonly known as 600 E. Algonquin Road, Des Plaines, Illinois, 60016, and legally described in **Exhibit A**, attached to, and by reference made a part of, this Ordinance (“*Property*”); and

**WHEREAS**, the Property is 8,362 square feet in area and improved with a one-story, 2,419-square-foot building with six outdoor off-street parking spaces; and

**WHEREAS**, the City desires to sell the Property to Clean Up-Give Back.org, a not-for-profit corporation (“*Buyer*”), which after acquisition would use the building as its headquarters, for \$90,000 (“*Sale Price*”), which sale is conditioned upon the fulfillment of all terms, conditions, and purposes set forth in that certain Agreement of Purchase and Sale by and between the City and the Owner (“*Agreement*”); and

**WHEREAS**, on April 4, 2022, the City Council adopted Ordinance No. Z-8-22, approving a conditional use permit for an office use in the C-1 Neighborhood Shopping District and a major variation to allow six off-street parking spaces where a minimum of nine are required; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Redevelopment Agreement with the Petitioner;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Ordinance as findings of the City Council.

**SECTION 2: APPROVAL OF AGREEMENT.** The City Council hereby approves the Agreement with the Owner for the sale of the Property for the Purchase Price in substantially the



form attached to this Resolution as **Exhibit B**, and in a final form to be approved by the General Counsel.

**SECTION 3. AUTHORIZATION TO EXECUTE DOCUMENTS.** The City Council hereby authorizes and directs the Mayor and City Clerk to execute and seal, on behalf of the City, the final Agreement and the Mayor, City Manager, City Clerk, and City Attorney, and such other officials as may be necessary, are hereby authorized to execute all agreements, legal instruments and other documents required to effectuate the intent of this Ordinance.

**SECTION 4: EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage and approval according to law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

**EXHIBIT A**

PARCEL:

LOT 44 (EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE EXTENDING FROM THE WEST LINE OF LOT 44 AFORESAID 53.34 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO THE SOUTH LINE OF LOT 44 AFORESAID 102.62 FEET WEST OF THE SOUTHEAST CORNER THEREOF), IN WESTFIELD WOLF ROAD ADDITION TO DES PLAINES, BEING A SUBDIVISION OF THE WEST 173 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 09-19-214-031-0000

Commonly Known As: 600 E. Algonquin Road

## Real Estate Sale Contract (“Agreement”)

1. Clean Up – Give Back.Org, an Illinois not-for-profit corporation (“**Purchaser**”) agrees to purchase at a price of \$90,000.00, on the terms set forth herein, the real estate in Cook County, Illinois, legally described in Exhibit A, which is commonly known as 600 East Algonquin Road, Des Plaines, IL 60016 (the “**Property**”), together with any personal property remaining on the Property as of the date of the Closing.
2. The City of Des Plaines, an Illinois home rule Municipal Corporation (“**City**”) agrees to sell the Property and the personal property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser by a recordable quitclaim deed with release of homestead rights, if any, and a proper bill of sale, subject only to (a) covenants, conditions and restrictions of record; (b) public and utility easements and roads and highways if any; (c) laws pertaining to the Property; (d) 10-foot easement for public utilities as shown on the plat of subdivision filed June 11, 1945 as document no. LR1055477; (e) building lines as shown on the plat of subdivision filed as document no. LR1055477, affecting the south 25 feet and west 30 feet of the land; (f) covenants, conditions and restrictions as set forth in the document recorded as document no. L1055477 relating to the cost of the buildings to be erected.; (g) general taxes not yet due and payable and subsequent years; and (h) a restriction on the deed that states the Property may not be sold for more than \$90,000.00 during the five years that starts on the date of Closing as defined below in paragraph 4.
3. Purchaser will pay \$ 5,000 as earnest money, (“**Earnest Money**”) within 2 business days of the execution of this Agreement by the City, to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus pro-rations, at the time of Closing. The Earnest Money will be held in a non-interest-bearing joint direction escrow with Chicago Title Insurance Company (“**Title Company**”) for the benefit of the parties.
4. The time of closing shall be on \_\_\_\_\_ (“**Closing**”) or earlier as mutually agreed, at the office of the Title Company at 500 Skokie Boulevard, Suite 290, Northbrook, Illinois.
5. City shall deliver possession of the Property to Purchaser at Closing. The City is selling the Property and any personal property, including but not limited to heating and cooling equipment, electrical conduits and panels, water pipes and heaters as may be installed and present on the Property in an “**as-is where-is**” condition.
6. City and Purchaser warrant and represent to the other that they have not used a broker for this transaction and no commission or fee is owed to a third party. If any broker or other person asserts a claim against City for a broker’s commission, finder’s fee, or similar payment in connection with the transactions contemplated in this Agreement, then Purchaser shall indemnify and hold harmless the City from and against any damage, liability or expense, including costs and reasonable attorneys’ fees that the City incurs because of such claim. Purchaser is solely responsible for payment of any commission or other fee or payment in connection with this Agreement.

7. City, at its own expense, agrees to furnish Purchaser a copy of the ALTA/NSPS Land Title survey by Haeger Engineering dated December 30, 2020 (“**Survey**”) and will sign an affidavit of no change to the Title Company.

8. The City’s obligation to proceed with this transaction is subject to (i) Purchaser’s submittal to the City, within five business days of Purchaser’s execution of this Agreement, a development application requesting a conditional use as the Property is zoned C-1, and Purchaser’s intended use (principal) is office with accessory storage, and a parking variation application to allow for 6 parking spaces (jointly “Applications”), and Purchaser will diligently pursue these Applications and will take all necessary actions, including but not limited to attendance at any required public hearings and compliance with all public notice or other requirements of the City in order to obtain an ordinance/resolution approving the Applications (“**Zoning Ordinance**”) by the City Council no later than 12 weeks of the date of execution of this Agreement by the Purchaser; and (ii) after the approval of the Zoning Ordinance, the approval of this Agreement, as signed by Purchaser, by City’s City Council and execution by the City’s Mayor (“**Agreement Resolution**”). By executing this Agreement, Purchaser has made an irrevocable offer to City to enter into this Agreement. A duplicate original of this Agreement, duly executed by the City, shall be delivered to the Purchasers within ten days of the later of the passing of the Zoning Ordinance or the Agreement Resolution. If the City Council has not approved this Agreement within 180 days from the date of this Agreement then at either party’s written notice to the other, this Agreement shall become null and void.

9. The City will prepare or cause to be provided these Closing Documents and to file online the transfer tax declarations at or before Closing: Closing Documents: Quitclaim Deed with Statement by Grantor and Grantee; Affidavit of Title; Bill of Sale; Closing Statement prepared by City; Settlement Statement prepared by Title Company; Escrow Instructions; City of Des Plaines Transfer forms and proof of water bill payment; FIRPTA affidavit, ALTA statement, GAP Undertaking.

Purchaser will provide the funds to the Closing by wire transfer to the Title Company and Purchaser will execute any documents required by the Title Company or its lender, if any and will provide proof of corporate good standing and authorization to proceed with this purchase. Purchaser will pay for recording the deed and any charges required by its lender, if any.

10. The Purchaser will have until March 1, 2022 to cause to be prepared any reports or perform any tests on the Property related to its environmental condition, or the condition of the structures, systems, or other improvements on the Property (collectively “**Investigations**”). Purchaser will give City two business days prior notice of its need to access to the Property for such investigations and will provide City with a certificate of insurance protecting the City from such Investigations. Purchaser will return the Property to the same condition before such Investigations.

11. This Agreement is subject to the Conditions and Stipulations set forth below, which Conditions and Stipulations are made a part of this Agreement.

Dated: \_\_\_\_\_ [after City approval of Zoning Ordinance and Agreement Resolution]

City: The City of Des Plaines


By: \_\_\_\_\_  
Andrew Goczkowski, Mayor

Address: 1420 Miner Street,  
Des Plaines, Illinois 60016

Copy to Attorney: Peter Freidman  
Elrod Friedman LLP  
325 N Lasalle St Suite 450  
Chicago Illinois 60654  
[Peter.friedman@elrodfriedman.com](mailto:Peter.friedman@elrodfriedman.com)  
[Megan.cawley@elrodfriedman.com](mailto:Megan.cawley@elrodfriedman.com)

Date of Purchaser's Execution of Agreement: 03/25/2022

Purchaser: Clean Up – Give Back.Org

By:   
Donna Adams, President

Address: 612 S 5th Avenue,  
Des Plaines, IL 60016

Copy to Attorney: Terri Thomas

\_\_\_\_\_  
\_\_\_\_\_

[terriThomas069@gmail.com](mailto:terriThomas069@gmail.com)

## CONDITIONS AND STIPULATIONS

1. *DA* City has delivered to Purchaser, a title commitment for an owner's title insurance policy, issued by the Chicago Title Insurance Company known as Commitment CCHI2007246LD, covering title to the real estate subject only to (a) the title exceptions set forth above and on Exhibit A, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the City will so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). City also shall furnish Purchaser an affidavit in customary form covering the date of closing and showing title in City subject only to the permitted exceptions in foregoing items (a) and (b) unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.

2. *DA* Purchaser accepts the condition of Commitment CCHI2007246LD and the Survey including any encroachments as may be shown on the Survey and City will obtain an updated Commitment CCHI2007246LD before the Closing and if the updated Commitment CCHI2007246LD discloses unpermitted exceptions, City shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the updated Commitment CCHI2007246LD or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be thirty-five (35) days after delivery of the updated Commitment CCHI2007246LD or the time specified in paragraph 4 on the front page hereof, whichever is later. If City fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Purchaser may terminate this Agreement or may elect to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount, upon notice to City within ten (10) days after the expiration of the 30-day period, If Purchaser does not so elect, this Agreement shall continue in full force and effect without further actions of the parties.

3. *DA* Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, general taxes, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. Since the Property is currently tax exempt due to its ownership and use by the City, the City and Purchaser agree that the amount of the current general taxes not then ascertainable shall be handled by the tax agreement attached hereto as Exhibit B and made a part of this Agreement. The amount of any general taxes which may accrue by reason of new or additional improvements shall be adjusted as follows: same as above

All prorations are final unless otherwise provided herein. There are no existing leases or service contracts that will affect the Property after the Closing.

4. *DA* It is expected that this transaction will be exempt from any stamp tax imposed by state law, Cook County or local ordinance because it is a transfer by a governmental body. It is City's responsibility to take the necessary steps to furnish and file completed Real Estate Transfer Declarations (MyDec) for State; County and local governments, signed by the City or the City's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois or appropriate ordinance and shall furnish any declaration signed by the City or the City's agent or

meet other requirements as established by any local or Cook County ordinance with regard to a transfer or transaction tax.

5. *PA* The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Agreement.

6. *PA* If this Agreement is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser, but if the termination is caused by the Purchaser's fault, then upon notice to the Purchaser, the earnest money shall be forfeited to the City and applied first to the payment of City's expenses; the balance, if any, to be retained by the City as liquidated damages.

7. *PA* This sale shall be closed through an escrow with Chicago Title Insurance Company, in accordance with the general provisions of the usual form of New York Style Deed and Money Escrow Agreement then in use by Chicago Title Insurance Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Agreement. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this Agreement shall be deposited in the escrow. The cost of the escrow shall be paid equally by City and Purchaser.

8. *PA* Time is of the essence of this Agreement.

9. *PA* All notices herein required shall be in writing and shall be served on the parties at the addresses following their signatures. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

10. *PA* City represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. City will furnish Purchaser at closing the FIRPTA affidavit set forth in said Section.

**EXHIBIT A**

**Property Legal Description:**

LOT 44 (EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE EXTENDING FROM THE WEST LINE OF LOT 44 AFORESAID 53.34 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO THE SOUTH LINE OF LOT 44 AFORESAID 102.62 FEET WEST OF THE SOUTHEAST CORNER THEREOF) IN WESTFIELD WOLF ROAD ADDITION TO DES PLAINES, BEING A SUBDIVISION OF THE WEST 173 FEET OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Commonly known as:** 600 East Algonquin Road, Des Plaines, IL 60016

**PIN:** 09-19-214-031-0000



**EXHIBIT B**  
**TAX AGREEMENT**

The undersigned, Clean Up – Give Back.Org, an Illinois not-for-profit corporation (“**Purchaser**”) and the City of Des Plaines, an Illinois home-rule municipal corporation, (the “**City**”), under a certain real estate sale contract dated \_\_\_\_\_, 2022 (“**Agreement**”) for the purchase and sale of property commonly known as 600 E. Algonquin. Des Plaines, (the “**Property**”), hereby agree that since the Property is currently tax exempt due to its ownership and use by the City and there is no tax amount upon which to base a credit to the Purchaser, the City and Purchaser agree that the City will attempt to maintain the tax exempt status of the Property for the time the City owns the Property and in the event it is unable to maintain its tax exempt status then the amount of the current general taxes not ascertainable at the date of Closing as defined in the Agreement (“**Closing Date**”) but applicable to the Property for the time when owned by the City, shall be handled as follows: the City and Purchaser will prorate the 2021 and 2022 real estate taxes assessed or imposed upon the Property on the basis of the actual 2021- and 2022-year tax bill. City will pay its share of taxes for the time during its ownership of the Property and Purchaser will pay its share of taxes for the time of its ownership of the Property beginning on the Closing Date.

City agrees that City will promptly pay to Purchaser within thirty (30) days after receipt of a copy of the actual second installment real estate tax bill the amount of tax, if any, allocated to the time period when the Property was owned by the City. For the 2021 taxes that would be the entire year of 2021. If there is not a tax bill because the Property was tax exempt either because of its status under the City’s ownership or under any new status received by the Purchaser then the parties will not owe the other party anything. The City will only owe the Purchaser for taxes that are actually assessed against the Property for the time period that the City actually owned the Property. Purchaser agrees that Purchaser will promptly pay to the Assessor/Treasurer of Cook County Illinois any taxes assessed against the Property from and after the Closing Date.

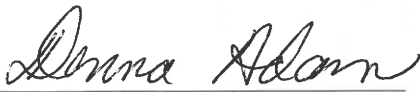
Dated this \_\_\_ day of \_\_\_\_\_, 2022.

**PURCHASER:**

**CITY:**

**Clean Up – Give Back.Org,**  
**an Illinois not-for-profit corporation**

**City of Des Plaines,**  
**An Illinois home rule corporation**

  
BY: Donna Adam  
ITS: President

\_\_\_\_\_  
BY: \_\_\_\_\_  
ITS: \_\_\_\_\_



INFORMATION TECHNOLOGY DEPARTMENT

1420 Miner Street  
 Des Plaines, IL 60016  
 P: 847.391.5300  
 desplaines.org

MEMORANDUM

Date: March 28, 2022  
 To: Michael G. Bartholomew, City Manager  
 From: Romeo Sora, Director Information Technology *RS*  
 Subject: Wide Open West Business Contract

**Issue:** The City is seeking a 36-month contract with Wide Open West (WOW) Business for increased fiber bandwidths to the Des Plaines City Hall, and Des Plaines Fire Stations 62 and 63.

**Analysis:** In October, 2020, the City Council approved a 36-month agreement with WOW Business for the lease of Ethernet connects to various City of Des Plaines facilities, R-184-20. Recently, the Fire Department has been experiencing issues with slow computers and connectivity at Fire Stations 62 and 63. The Des Plaines IT department replaced all of the computers at Fire Station 62 in an effort to provide some relief to the employees, however decreased performance still remains.

The IT department believes the bottleneck is the 10MB fiber connection between City Hall and the Fire Stations, and not the computers themselves. Both Fire Stations have to connect back to City Hall in order to utilize the Fire House application, and receive and transfer files and data from the servers, which are located in the IT Data Center. The IT department conducted a speed test, and confirmed that FS62 is running under 7MB (6.92) on a 10MB fiber circuit.

To address the current situation, IT has reached out to WOW and received quotes for fiber circuits with increased bandwidths that will alleviate constraints on the existing fiber circuits. Below is a comparison of current and future state, plus the anticipated increase in cost going forward.

Circuit Upgrade Options				
	Current		Increased	
Location	Bandwidth	Costs / Monthly	Bandwidth	Cost / Monthly
City Hall	10MB Fiber	\$280.00	100MB Fiber	\$500.00
FS 62	10MB Fiber	\$280.00	50MB Fiber	\$370.00
FS63	10MB Fiber	\$280.00	50MB Fiber	\$370.00
		\$840.00		\$1,240.00

As you can see from the chart above, the monthly price increase is a \$400, and the City's anticipated monthly expenses will be \$1,240.00.

**Recommendation:** I recommend the City Council waive bidding requirements and approve the Resolution for WOW Business, P.O. Box 4350, Carrol Stream, IL. 60197-4350 to provide telecommunication services in the monthly amount of \$1,240.00. This contract will be funded from the budgeted General Funds Overhead account.

Attachments:

Resolution – R-75-22

Exhibit A – WOW Business Service Orders and Customer Agreements for the following: 1420 Miner Street, 1313 Oakton Street and 130 East Thacker.

**CITY OF DES PLAINES**

**RESOLUTION R - 75 - 22**

**A RESOLUTION APPROVING AGREEMENTS WITH  
WOW BUSINESS SERVICES, LLC FOR  
TELECOMMUNICATION SERVICES.**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, the City has appropriated sufficient funds in the General Funds Overhead account for telecommunication services, including internet services, office phone numbers, a long distance office phone plan, and Ethernet connections at various City of Des Plaines facilities ("**Services**"); and

**WHEREAS**, WOW Business Services, LLC ("**Contractor**") currently provides the Services to the City pursuant to several contracts; and

**WHEREAS**, Contractor has performed the Services for the City to the City's satisfaction, and the City has a satisfactory relationship with Contractor; and

**WHEREAS**, Contractor submitted proposals for Services totaling \$1240.00 per month for a thirty-six month term to provide the Services to the City-owned facilities located at 1420 Miner Street, 1313 Oakton Street, and 130 East Thacker Street (collectively, "**Agreements**"); and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the City Code of Des Plaines and the City purchasing policy, the City Council desires to waive competitive bidding for the procurement of the Services from the Contractor; and

**WHEREAS**, the City desires to enter into the Agreements with Contractor for the Services; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Contractor for the Services;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

**SECTION 2: WAIVER OF COMPETITIVE BIDDING.** The requirement that competitive bids be solicited for the procurement of the Services is hereby waived.

**SECTION 3. APPROVAL OF AGREEMENTS.** The City Council hereby approves the Agreements in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: AUTHORIZATION TO EXECUTE AGREEMENTS.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreements.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**



**BUSINESS SERVICE ORDER**

**BUSINESS:** DES PLAINES PUBLIC WORKS-Ethernet

**Phone:**

**Date:** 3/25/2022

**CONTACT:** Romeo Sora

**Fed Tax ID:**

**Quote #:** OPP-873167

**PHYSICAL ADDRESS**

1420 Miner St  
Des Plaines IL 60016

**BILLING ADDRESS**

1420 Miner St  
Des Plaines IL 60016

**CONTRACT TERM**

36 month(s)

**SALES REP**

Adam Cabello  
(812) 437-0610  
adam.cabello@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet - 100Mbps	Ethernet Connection - 100Mbps	Upgrade	1	\$500.00	\$0.00	\$500.00
<b>Total:</b>					\$ 0.00	\$ 500.00
*Pricing subject to approval after internal review*					<b>Total:</b>	
					\$ 0.00	\$ 500.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_ (Initials)



## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing this Agreement (either manually or electronically), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider



("Third Party Provider"); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law").





Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services.**

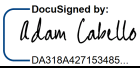
Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Line or (iii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

**IN WITNESS WHEREOF, the Parties hereto have executed (by signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as shown below.**

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature:  \_\_\_\_\_  
DA318A427153485...

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 3/25/2022

Date: \_\_\_\_\_

Print Name: Adam Cabello

Service Address: 1420 Miner St Des Plaines IL 60016

Title: SAM

Phone: \_\_\_\_\_

**CUSTOMER ACKNOWLEDGEMENT:** By accepting this Agreement (by signing, verbally agreeing and/or use of the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

### BUSINESS SERVICE ORDER

**BUSINESS:** DES PLAINES FIRE  
DEPARTMENT #2

**Phone:**

**Date:** 4/8/2022

**CONTACT:** Romeo Sora

**Fed Tax ID:**

**Quote #:** OPP-873166

**PHYSICAL ADDRESS**

1313 E Oakton St  
Des Plaines IL 60018

**BILLING ADDRESS**

1420 Miner St  
Des Plaines IL 60016

**CONTRACT TERM**

36 month(s)

**SALES REP**

Adam Cabello  
(812) 437-0610  
adam.cabello@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet - 50Mbps	Ethernet Connection - 50Mbps	Upgrade	1	\$370.00	\$0.00	\$370.00
<b>Total:</b>					\$ 0.00	\$ 370.00
*Pricing subject to approval after internal review*					<b>Total:</b>	
					\$ 0.00	\$ 370.00

<b>Special Instructions:</b>	Upgrade to 50Mb
------------------------------	-----------------

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)

## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing this Agreement (either manually or electronically), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider

("Third Party Provider"); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law").

Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services.**

Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Line or (iii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

**IN WITNESS WHEREOF, the Parties hereto have executed (by signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as shown below.**

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Adam Cabello

Service Address: 1313 E Oakton St Des Plaines IL 60018

Title: SAM

Phone: \_\_\_\_\_

**CUSTOMER ACKNOWLEDGEMENT:** By accepting this Agreement (by signing, verbally agreeing and/or use of the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



## BUSINESS SERVICE ORDER

**BUSINESS:** CITY OF DES PLAINES  
THACKER- Fire Dept

**Phone:** 8473915488

**Date:** 3/25/2022

**CONTACT:** Romeo Sora

**Fed Tax ID:**

**Quote #:** OPP-873165

**PHYSICAL ADDRESS**

130 E Thacker St  
Des Plaines IL 60016

**BILLING ADDRESS**

1420 Miner St  
Des Plaines IL 60016

**CONTRACT TERM**

36 month(s)

**SALES REP**

Adam Cabello  
(812) 437-0610  
adam.cabello@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet - 50Mbps	Ethernet Connection - 50Mbps	Upgrade	1	\$370.00	\$0.00	\$370.00
<b>Total:</b>					\$ 0.00	\$ 370.00
*Pricing subject to approval after internal review*					<b>Total:</b>	
					\$ 0.00	\$ 370.00

<b>Special Instructions:</b>	Upgrade to 50Mb Ethernet
------------------------------	--------------------------

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

\_\_\_\_\_(Initials)



## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing this Agreement (either manually or electronically), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. Other Hosted VoIP Service Restrictions.** Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider



("Third Party Provider"); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

**6. Other Off-Net Service Limitations.** If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

**7. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**8. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**9. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

**10. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**11. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**12. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**13. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**14. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**15. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law").





Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**16. Satisfaction Guarantee for High Speed Internet, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services.**

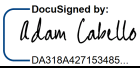
Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Line or (iii) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

**17. Termination for Chronic Service Failures.** The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

**IN WITNESS WHEREOF, the Parties hereto have executed (by signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as shown below.**

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature:  \_\_\_\_\_  
DocuSigned by:  
Adam Cabello  
DA318A427153485...

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 3/25/2022

Date: \_\_\_\_\_

Print Name: Adam Cabello

Service Address: 130 E Thacker St Des Plaines IL 60016

Title: SAM

Phone: 8473915488

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing, verbally agreeing and/or use of the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #** \_\_\_\_\_

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.



COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5380  
desplaines.org

MEMORANDUM

Date: April 7, 2022  
 To: Michael G. Bartholomew, City Manager  
 From: John T. Carlisle, AICP, Director of Community and Economic Development *JTC*  
 Subject: **Downtown Metra Train Station - License Agreement for Concession:** Terminate with Roselle-Based Juice & Berry, and Initiate with Des Plaines-Based Brew Lounge

**Issue:** In December 2021, Alexandra Hilton, co-owner of Roselle-based Juice & Berry LLC, informed the City that the Juice & Berry location in the downtown Des Plaines Metra station building would be closing. In early 2022, the City began a search for a new tenant and received interest and a proposal from Japhlet Aranas, owner of Brew Lounge LLC (Brew Lounge), which has operated in Des Plaines at 1062 Lee Street. At this time the City can formally terminate the License Agreement with Juice & Berry while concurrently initiating a new agreement with Brew Lounge.

**Analysis:** The downtown Metra station building is owned, operated, and maintained by the City, which is the ground lessor of the property (owned by the Regional Transportation Authority). The station serves as an important public transportation hub in the northwest suburbs for both trains and buses. The building has public Wifi Internet and restrooms, and contains a 655-square-foot space suitable for occupancy by a small food-and-drink “café” establishment (360 square feet of counter and food/drink preparation area with 295 square feet of storage). Ten off-street parking spaces, including one accessible space, are east of the train station building and are designed to serve customers. While the café space has been historically viewed as suitable for a “grab-and-go” coffee/drink business for commuters waiting for trains and buses, the building has evolved in the pandemic era, and may now be viewed as serving more than commuters. The building is a visible, centrally located indoor gathering and commercial space, which could appeal to small food-and-drink businesses looking to locate in downtown Des Plaines, with the added benefit of serving train and bus passengers.

On April 19, 2021, the City Council approved a License Agreement for Concession with Juice & Berry, which served acai bowls, smoothies, salads, and drinks. Juice & Berry replaced CRAFT Donut (opened 2019), which itself replaced The Local Coffee, Tea, and Sweets (opened 2014). The current agreement with Juice & Berry commenced June 1, 2021 and ends April 30, 2026. Unfortunately, Juice & Berry’s business plan for this location relied heavily on commuter volume, which despite modest increases did not escalate in the way they had hoped or expected. Consequently, in late 2021 they expressed their intent to vacate.

However, Brew Lounge is an established Des Plaines business with a strong social media presence and loyal, local customer following. Mr. Aranas has been working with City staff for months to identify and pursue potential locations in downtown Des Plaines, after building a successful enterprise at 1062 Lee Street.

Although he continues to search for a traditional storefront, Mr. Aranas would like to pursue the Metra station space, which he envisions in the long term to be a satellite of a larger location in the downtown area. Unfortunately, the 1062 Lee Street space has proved no longer sustainable, and Brew Lounge has decided to close there as of mid-April. To sustain their presence and active status in Des Plaines, they propose investing in a build-out and installation at the Metra station, which they believe would allow them to be operational soon, and to continue pursuing a larger, primary space.

In the station Brew Lounge would offer a partial concept of its menu from 1062 Lee. Espresso- and coffee-based beverages would be the primary drink offering. Cold and nitro brew would be served through a keg system through a drink tap, with boba, loose-leaf, and iced tea and juices also available. The primary food item would be the “croffle,” or a combination crossaint-waffle that would have savory or sweet options and can be prepared through a waffle maker in approximately three minutes.

Brew Lounge would outfit the station with its own equipment and make light renovations, such as installing shelving and sinks necessary to meet health code requirements. Therefore, they propose terms such as a reduced rental rate from previous tenants – \$600 per month instead of \$700 – and an eight-month upfront rent deferral with potential full forgiveness, the value of which would be \$4,800 out of the estimated \$21,571 investment (i.e. equipment, construction, and architect fees). They are not seeking a business assistance grant, instead looking to defray the cost through the terms of the agreement. The estimated build-out budget as provided by Brew Lounge is attached. A building permit and establishment of the necessary business registration will be required, as will the remittance of food and beverage tax.

Key points of the agreement are as follows:

- The Juice & Berry License Agreement will terminate effective upon the approval of Resolution R-76-22.
- A new exclusive License Agreement for Concession would become effective May 1, 2022, if authorized by Resolution R-77-22.
- The new Brew Lounge License Agreement will, as with previous station licensees, be for an exclusive license for concession within the subject property to provide food and beverage for sale to the general public through a counter service style café.
- However, the new Brew Lounge License Agreement would be different in terms such as:
  - The licensee will pay to the City a monthly fee in the initial amount of \$600 instead of the previous \$700. The license fee would not increase annually, as prior agreements increased the fee by 3% each year;
  - The first eight months of the license fee – May 1, 2022 through December 31, 2022 – would be deferred until 2023 and may be forgiven in full, provided Brew Lounge actively occupies and operates in the space through December 31, 2023 and makes all payments on time; and
  - The agreement renews for 2024 provided the City does not terminate the agreement based on its rights to do so as set forth in the agreement.

The minimum concession hours are 6:00 a.m. to 1:00 p.m. Monday through Friday. The licensee may be open outside of the minimum hours at their discretion.

**Recommendation:** I recommend the City Council approve Resolution R-76-22 to terminate the Juice & Berry License Agreement and Resolution R-77-22 to authorize a new License Agreement with Brew Lounge for operation in the downtown Metra station.

**Attachments:**

Attachment 1: Interior Photos

Attachment 2: Brew Lounge Proposal and Estimated Build-Out Budget

Attachment 3: Proposed Architectural Floor Plan of Concession Area

**Resolution R-76-22**

**Resolution R-77-22**

Exhibit A: License Agreement for Concession

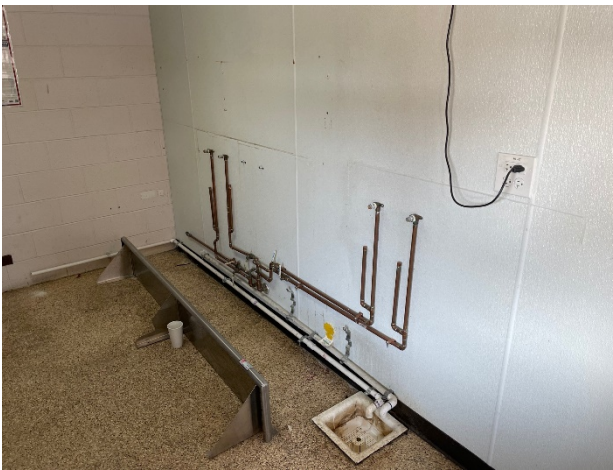
**Photos of Train Station and Café Space, March 2022**



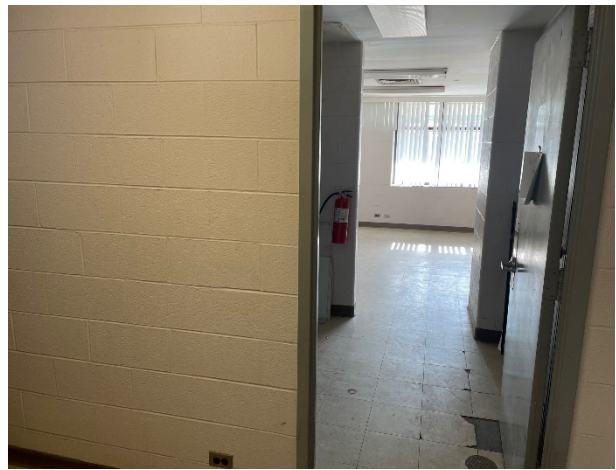
Counter area



Waiting area



Proposed sink area



Hallway to storage area



Storage area



Storage area



3/30/2022

To: John Carlisle, Alex Franco, Sara Bzick

This letter's purpose is to outline general budgetary costs for repairs, renovations, and improvements needed to conduct business inside 1501 Miner St. Des Plaines, IL 60016. Furthermore, this budget includes equipment that may or may not have originally come with the location and is no longer there, and will need to be purchased by Brew Lounge in order to have proper equipment. Budgetary numbers for contractor work are estimates and are given proper allowance to conduct each job

Eduard Garcia, owner of Landmark Design Group LLC, is the general contractor and architect in charge of the build out. Eduard will be performing the following work:

- Remove and replace bottom rotted shelf completely, providing stainless steel feet to support existing under cabinets
- Adding a drop down countertop with support shelf to create separation between food preparation area and the front public area
- Replace existing ice bin with prep sink, routing water and drain lines into existing setup
- Replace existing sneeze guard to cover front counter
- Replace existing equipment such as pitcher rinsers and knock box with our own provided equipment. Countertop modification will be needed
- Existing hand sink to remain, clean and replace handles with paddle blade type
- Routing new 220v lines from panel to the back room and front room to supply power to necessary 220v equipment
- Plumbing three compartment sink, prep sink, and hand wash sink against the wall in the back room using the existing water and drain lines
- Painting necessary walls and panels after proposed renovation

Estimated time of work is 1 week from the day of commencement. Cost per square feet on build out is \$334, with an estimated overall budget of \$21,571.00. Proper allowance is given for each task, with quality of work greatly in mind for future tenants to use

Brew Lounge will be providing a concept of our existing menu at our current location. Espresso & coffee based beverages will be the primary offering, mainly focused towards commuters and local neighbors. Cold brew and nitro cold brew will be served through a keg system through a drink tap. We will also be implementing loose leaf tea, iced tea, juice beverages, and the possibility of bringing boba (bubble tea) drinks into the location, pending adequate space for dry goods and equipment

We will also be introducing the concept of Croffles- thawed, ready-to-bake croissant rolls cooked in a waffle maker to provide a crunchy exterior and a soft, flaky inside. The Croffle will then be topped off with sweet and/or savory options. There is no need for a hood ventilation system with this concept, which greatly provides cost savings. Turn-around time is roughly 3 minutes per Croffle, making this an excellent choice for commuters wanting a quick bite with their coffee

We originally proposed a \$600 monthly lease with 6 month rent abatement, but would like to increase the proposed rent abatement to 8 months due to the inflated cost of material needed to repair and renovate this location. Attached with this email is the preliminary budget created by Eduard, as well as the proposed layout created by him

Here is the cost of the main equipment and supplies that Brew Lounge will be purchasing to create the food and beverages we have on our menu

<b>Equipment</b>	<b>Cost</b>
La Marzocco FB80 Espresso Machine	N/A
Mahlkonig EK43 Grinder	\$2,700
Mahlkonig ES65 Grinder x2	N/A
Fetco XTS CBS2152 Drip Machine	\$2,000
Ice Machine	N/A
Hand Sink	N/A
<a href="#">Three Compartment Sink</a>	\$1,119.00
Single Compartment Prep Sink	N/A
Blendtec Stealth 885 Blenders x3	N/A
<a href="#">Waffle Maker x2</a>	\$419
Signage	TBD
<a href="#">Avantco MIX8WH Stand Mixer</a>	\$599
<a href="#">Regency Underbar Ice Bin</a>	\$438.99
	<b>\$5,894.99</b>
<b>Cold Brew Tap</b>	<b>Cost</b>
<a href="#">Cold Brew Ave 2 Tap Faucet (Nitro &amp; Still)</a>	\$264.95
<a href="#">Cold Brew Ave Quick Cascade Nitro Lid</a>	\$49.95
<a href="#">AEB Rubber Top 3 Gallon Keg</a>	\$134.89
<a href="#">Taprite Dual Body Regulator</a>	\$139.95
<a href="#">Nitrogen Tank - 20 cu. ft.</a>	\$119.95
	<b>\$709.69</b>

# All-Pro Construction Services, Inc.

## Preliminary Budget

Client: Japhlet AranasAleks Hrnjak  
Aleks Hrnjak

Location: Metra Location  
1501 Miner Des  
Plaines, IL 60016

	Date	Estimated Time	Cost per sqft		Total Bid Price
	3/30/2022	1 weeks	334	\$ 65.00	<b>\$ 21,571.00</b>

Task Description: listed pricing is for preliminary budgetary purposes, final pricing subject to change based upon final design

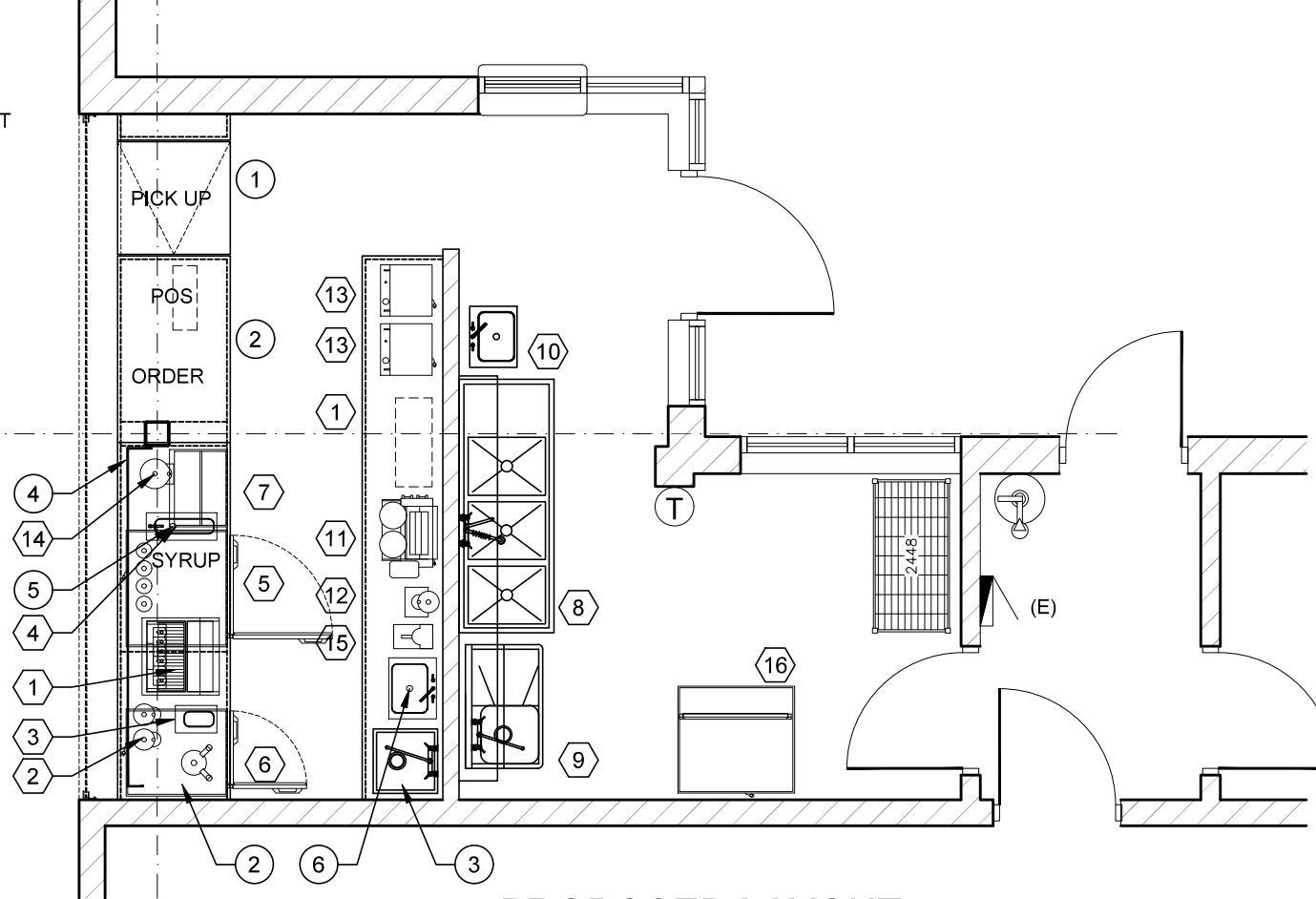
Professional Services	\$	1,200.00
Final Cleaning	\$	975.65
Underground plumbing	\$	-
Cast-in-Place Concrete	\$	-
Carpentry - Rough	\$	-
Millwork	\$	385.00
Insulation	\$	-
Caulking & Sealents	\$	330.00
Doors/Frames/Hardware	\$	-
Glazing/Storefront	\$	-
Roof Top Unit (see * description)	\$	-
Plumbing	\$	4,935.00
Mechanical	\$	-
Electrical	\$	2,625.00
Cabinets & Countertops	\$	2,415.00
Toilet Accessories	\$	-
Drywall Systems	\$	550.00
Flooring System epoxy	\$	-
Acoustical / cloud Ceilings TBD	\$	-
Flooring Tile	\$	-
Carpentry & Finishes	\$	880.00
Painting	\$	1,260.00
Interior Displays Graphics	\$	-
Exterior Signage - Allowance	\$	-
Haul Away	\$	997.50
Fire supression - Allowance	\$	-
Winter Conditions Allowance	\$	-
Temporary Utilities	\$	-
General Conditions	\$	354.27
Administration - Profit & Overhead	\$	885.69
Insurance	\$	177.14
Superintendant	\$	2,440.00



GENERAL NOTES:  
EXISTING COUNTERTOPS ARE TO REMAIN, VERIFY NEW EQUIPMENT LOCATIONS TO MODIFY AS NEEDED.

ALL ELECTRICAL OUTLETS AND SANITARY PLUMBING DRAINS AND FLOOR SINKS ARE TO REMAIN AS IS. CW & HW SUPPLIES ARE TO REMAIN AS IS UNLESS NOTED OTHERWISE.

- ① CONTRACTOR TO ADD DROP DOWN ANTI MICROBIAL COUNTERTOP WITH SUPPORT SHELF AND PIANO HINGE. PROVIDE WALL SUPPORT LIKE AND KIND
- ② REMOVE BOTTOM ROTTED SHELF COMPLETELY, PROVIDE STAINLESS STEEL FEET TO SUPPORT EXISTING UNDER CABINETS
- ③ REPLACE EXISTING ICE BIN WITH PREP SINK, ROUTE EXISTING ADJACENT CW & HW SUPPLY LINES, PROVIDE THROUGH WALL 1 1/4" PVC SANITARY LINE TO EXIT INTO EXISTING OPPOSITE WALL FLOOR SINK, SECURE TO WALL
- ④ REPLACE EXISTING SNEEZE GUARD TO COVER FRONT COUNTER
- ⑤ REPLACE EXISTING PITCHING SINK WITH PITCHING SINK, MODIFY COUNTERTOP AS NEEDED
- ⑥ EXISTING HAND SINK IS TO REMAIN, CLEAN AND REPLACE HANDLES WITH PADDLE BLADE TYPE



**PROPOSED LAYOUT**

**EQUIPMENT LIST**

TAG	EQUIPMENT	BRAND	MODEL	DIMENSION	POWER	LOCATION
1	ESPRESSO MACHINE	LA MARZOCCO	FB80	28.25 X 20 X 21	220V	ON TOP OF FRONT COUNTER
2	ESPRESSO GRINDER	MAHLKONIG	ES65	7.75 X 23 X 10.75	110V	FRONT COUNTER, LEFT OF ESPRESSO MACHINE
3	KNOCK BOX			6.75 X 1 X 10.75	N/A	LEFT OF ESPRESSO MACHINE
4	PITCHER RINSER	BARISTA BASICS		7 X 1 X 24	N/A	RIGHT OF ESPRESSO MACHINE
5	MILK FRIDGE	TRUE	TUC-36-34	36.25 X 33.25 X 35	110V	UNDER FRONT COUNTER, BY ESPRESSO MACHINE
6	KEGERATOR	BEVERAGE AIR	UCR27	27 X 31.5 X 27.25	110V	UNDER FRONT COUNTER, FAR LEFT
7	ICE BIN	REGENCY	6001B1824KIT	18 X 24	NA	UNDER FRONT COUNTER, FAR RIGHT
8	TRIPLE SINK (SINGLE DRAINBOARD)				N/A	BACK ROOM, MIDDLE OF THE THREE SINKS
9	UTILITY SINK (SINGLE DRAINBOARD)				N/A	BACK ROOM, LEFT OF THE THREE SINKS
10	HAND WASH SINK	REGENCY	600HS12SP	12 X 13 X 15.75	N/A	BACK ROOM, RIGHT OF THE THREE SINKS
11	DRIP COFFEE MACHINE	FETCO	CBS-2152	21.75 X 39 22.75	220V	BACK COUNTER, LEFT OF HAND WASH SINK
12	COFFEE GRINDER	MAHLKONIG	EK4	39 X 32.5 X 14	220V	BACK COUNTER, LEFT OF DRIP MACHINE
13	WAFFLE MAKER X2	WARING		10.25 X 17	110V	BACK COUNTER, FAR LEFT
14	BLENDER	BLENDTEC	STEALTH 885	8.25 X 17.25 X 9	110V	FRONT COUNTER, FAR RIGHT OF HIGHER COUNTER
15	HOT WATER DISPENSER	FETCO	HWD 2105		220V	BACK COUNTER, RIGHT OF DRIP MACHINE
16	ICE MACHINE	MANITOWOC	QY0214A	26 X 38.5 X 26.5	110V	BACK ROOM, AT BACK WALL

**CITY OF DES PLAINES**

**RESOLUTION R - 76 - 22**

**A RESOLUTION AUTHORIZING THE TERMINATION OF A LICENSE AGREEMENT WITH JUICE AND BERRY, LLC, FOR THE OPERATION OF A CONCESSION IN THE DOWNTOWN TRAIN STATION.**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, on April 19, 2021, the City Council approved Resolution R-77-21, which approved a license agreement with Juice and Berry LLC ("**Juice and Berry**") for the operation of a concession stand in the downtown train station ("**License Agreement**"); and

**WHEREAS**, the License Agreement had an initial term of five years commencing on June 1, 2021 and expiring on April 30, 2026 ("**Initial Term**"); and

**WHEREAS**, on December 13, 2021, Alexandra Hilton, the owner of Juice and Berry, notified the City that Juice and Berry had officially ceased operations, vacating the space effective February 28, 2022; and

**WHEREAS**, City staff recommends terminating the License Agreement, effective immediately, so that the City can enter into a new license agreement with another vendor to provide concessions in the train station; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to terminate the License Agreement with Juice and Berry;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

**SECTION 2: AUTHORIZATION TO TERMINATE LICENSE AGREEMENT.** The City Council hereby authorizes and directs the City Manager to take all actions necessary to terminate the License Agreement, effective immediately.

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

**CITY OF DES PLAINES**

**RESOLUTION R - 77 - 22**

**A RESOLUTION APPROVING A LICENSE AGREEMENT WITH BREW LOUNGE, LLC FOR THE OPERATION OF A CONCESSION IN THE DOWNTOWN TRAIN STATION.**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, the City owns the train station located in downtown Des Plaines, Illinois ("**Train Station**"), which is on land owned by the Commuter Rail Division of the Regional Transportation Authority; and

**WHEREAS**, the City and Brew Lounge, LLC ("**Licensee**") desire to enter into a license agreement to permit Licensee to operate the operate a café and concession establishment within the Train Station ("**License Agreement**"); and

**WHEREAS**, the City Council has determined that is in the best interest of the City to enter into the License Agreement with Licensee;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

**SECTION 2: APPROVAL OF LICENSE AGREEMENT.** The City Council hereby approves the License Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE LICENSE AGREEMENT.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final License Agreement only after receipt by the City Clerk of at least two executed copies of the License Agreement from Licensee; provided, however, that if the City Clerk does not receive such executed copies of the License Agreement from Licensee within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the License Agreement shall, at the option of the City Council, be null and void.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

**LICENSE AGREEMENT FOR CONCESSION**  
**(1501 Miner Street, Des Plaines, Illinois 60016)**

**THIS AGREEMENT** is made of this **1st day of May, 2022**, by and between the **CITY OF DES PLAINES**, an Illinois home rule municipality (the "**City**"), and **BREW LOUNGE, LLC.** an Illinois Corporation (the "**Licensee**").

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants and agreements set forth below, the parties hereto agree as follows:

**Section 1. Recitals.**

A. The City is the ground lessee of that certain parcel of property located at 1501 Miner Street, Des Plaines, Illinois, which is operated as a commuter rail station ("**Station**") and is depicted in **Exhibit 1** attached to this Agreement ("**Subject Property**").

B. Subject to the terms and conditions of this Agreement, the Licensee wishes to operate a food and beverage concession on portions of the Subject Property described in Section 2 below ("**Licensed Premises**").

C. Subject to the terms and conditions of this Agreement, the City desires to grant the Licensee a license to operate a food and beverage concession on the Licensed Premises.

**Section 2. Licensed Premises.**

The Licensed Premises collectively consists of the following portions of the Subject Property all of which are depicted on the Station Floor Plan attached as **Exhibit 2** to this Agreement:

A. **Café Area:** Approximately 360 square foot area located to the east of the commuter seating area of the Station to be used for counter service of food and beverages to customers, which is currently improved with commercial counters, tables, and chairs.

B. **Storage Area:** Approximately 295 square foot area located at east end of Station to be used for storage of equipment, supplies, and materials necessary to operate the Concession.

**Section 3. Grant and Nature of License.**

A. **Exclusive License for Concession.** The City hereby grants to the Licensee an exclusive license and concession within the Subject Property pursuant to which the Licensee may provide food and beverage for sale to the general public through a counter service style café in accordance with the terms and obligations of this Agreement (the "**Concession**"). The Licensee may operate the Concession and use the Licensed Premises and the Subject Property according to the terms of this Agreement and for no other purpose.

B. **Parking.** The City will provide and reserve ten (10) off-street parking spaces on the Subject Property, including one (1) accessible parking space, for the use by the Licensee, its employees, agents, and customers during the Licensee's Hours of Operation. The City reserves the right to redefine any and all parking configurations, including but not limited to size, shape and

location during the term of this Agreement. The City agrees to impose parking time restrictions on these dedicated spaces to reasonably ensure turnover of spaces during the Licensee's Hours of Operation as hereinafter defined.

C. Signage. The Licensee will be required to submit signage plans and necessary permit applications to the City prior to fabrication and installation of interior and exterior signage. Installation of signage must be completed according to City's ordinances and regulations and/ or guidelines by the Occupancy Date (as hereafter defined), unless otherwise negotiated. Re-facing of existing signage requires obtaining prior written consent of the City's Director of Community and Economic Development and will not require a sign permit.

D. Nature of License. The parties acknowledge that: (i) this Agreement grants a license to use a portion of the Subject Property, solely as set forth in this Agreement; (ii) this Agreement grants only contractual rights and does not grant to the Licensee a leasehold or any real property interest in the Licensed Premises or the Subject Property; (iii) the City will retain legal possession and control over the Licensed Premises and the Subject Property at all times during the term of this Agreement; and (iv) the Concession is intended to be incidental to, and promote, the City's operation of the Licensed Premises and the Subject Property for public mass transportation purposes. The license granted by this Agreement is expressly subject to all applicable laws, ordinances, regulations, covenants, restrictions, any existing easements, permits or licenses affecting, applying to, or encumbering the Subject Property, including, without limitation, the lease agreement between the City and the Commuter Rail Division dated March 18, 1985.

#### **Section 4. License Term.**

A. Term. The initial term of this Agreement will commence on **May 1, 2022** ("**Commencement Date**") and terminate on **December 31, 2023** ("**Initial Term**") unless terminated earlier pursuant to Section 13 of this Agreement.

B. Renewal. In the event that the City has not previously terminated this Agreement pursuant to Section 13, this Agreement will automatically renew for one additional year, beginning January 1, 2024 and ending December 31, 2024 ("**Renewal Term**"), unless either Party gives the other Party notice of termination at least 60 days prior to the end of the Initial Term.

#### **Section 5. License Fee and Other Charges.**

A. License Fee and Upfront Credit. The Licensee will pay to the City a monthly fee in the initial amount of \$600.00 commencing on the **Commencement Date**, as hereinafter defined ("**License Fee**"). The Licensee may defer all payments for the months of May through December 2022 ("**Deferred Payments**"), so that the first monthly payment due to City will be due January 1, 2023. The Deferred Payments, which amount to \$4,800, will be forgiven, effective January 1, 2024, provided the Licensee has been in continuous operation and has made all License Fee payments on a timely basis through December 31, 2023. If after December 31, 2023, the Licensee has not been in continuous operation or has not made all License Fee payments on time, the Deferred Payments will become a debt due and owing to the City and must be paid by February 1, 2023.

Payment of the License Fee and all other amounts that are or become due from Licensee to the City under this Agreement will be paid by Licensee to City on or before the first day of each month to the City's Director of Finance or at another place designated from time to time by written

notice from the City to Licensee. The payment of License Fee hereunder is independent of each and every other covenant and agreement contained in this Agreement, and License Fee will be paid without any setoff, abatement, counterclaim or deduction whatsoever.

B. Utilities. The cost of providing heating, air conditioning, water, and public Wi-Fi to the Licensed Premises will be included in the License Fee and not charged separately to the Licensee. To the extent that other utilities serving the Licensed Premises are separately metered and used solely by the Licensee, the Licensee will pay for all such gas, electricity, light, power, telecommunications, sewer, sprinkler services, janitorial services, refuse and trash collection, and other utilities and services used on the Licensed Premises by the Licensee. In the event Licensee fails to pay for any utilities or services as required under this paragraph, the City will have the right, but not the obligation, upon ten (10) days prior written notice to the Licensee, to pay such utility or service bills on the Licensee's behalf and charge the Licensee for same as an additional charge under this Agreement due and payable upon City's written demand therefor. No interruption or failure of utilities or services shall result in the termination of this Agreement by the Licensee or the abatement of the License Fee.

C. Interest. All amounts owed by the Licensee to the City pursuant to any provision of this Agreement will bear interest from the due date until paid at the rate of one and one-half percent per month, unless a lesser rate will then be the maximum rate permissible by law with respect thereto, in which case said lesser rate will be charged.

D. Taxes. The City's leasehold interest in the Subject Property is exempt from payment of real estate taxes. If at any time in the future the Licensed Premises are assessed and real estate taxes are due, Licensee shall pay all real estate taxes or other charges applicable to or assessed against that portion of the Subject Property which is the subject of this Agreement, even though such taxes may not become due and payable until after the expiration or termination of this Agreement. If any such taxes or charges shall have been paid by the City, the Licensee agrees to reimburse the City within 30 days after presentation of a bill therefor. In default of such reimbursements, all sums so paid by the City shall be deemed an additional charge and recoverable as a debt due and payable to the City. The Licensee will be liable for all taxes levied or assessed against any personal property or fixtures placed in the Licensed Premises, whether levied or assessed against the City or the Licensee.

## **Section 6. Operational Requirements.**

The Licensee's operation of the Concession will strictly conform to the following operational requirements:

A. Minimum Hours of Operation. The Licensee will open the Concession to the public no later than 6 a.m. and close no earlier than 1 p.m. Monday through Friday ("**Hours of Operation**"). The Licensee may extend the Hours of Operation, but will not be required to open the Concession to the public on Saturday or Sunday, or public holidays recognized by the federal government of the United States. The City Manager, upon request of the Licensee, may review and change the Hours of Operations to better serve the public interest.

B. Food and Beverage Selection. The Licensee will offer for sale to the public, through a counter service style café, a selection of fresh pastries, breakfast foods, coffee, tea and bottled beverages (juice, water, etc.) continuously throughout the Hours of Operation. The Licensee must provide at least three distinct coffee products or flavors. The City will have the opportunity to review the Licensee's food and beverage offerings and prices on an annual basis



to ensure that a consistent level of quality and value continues to be provided.

C. Prohibited Sales. The Licensee may not sell or offer to sell tobacco products to the public as part of the Concession.

E. Cleaning of Licensed Premises and Surrounding Areas. Licensee will maintain the Licensed Premises in a clean and sanitary condition at all times during the Hours of Operation. The Licensee will remove any trash or debris left by customers of the Concession: (i) prior to opening the Concession, (ii) no less than three times during the Hours of Operation, and (iii) at closing of the Concession each day.

F. Key Management Personnel. The operation of the Concession will, throughout the term of this Agreement, be managed by those persons identified in **Exhibit 3**, attached hereto ("**Key Management Personnel**"). In the event that any of the Key Management Personnel are no longer associated with or employed by the Licensee, the Licensee will provide prompt written notice to the City of (i) the change in Key Management Personnel, (ii) an explanation for the change, and (iii) a description of the qualifications of any person who will be replacing or taking on the responsibilities of the Key Management Personnel.

G. Employee Uniforms and Conduct. All employees of Licensee performing tasks on the Licensed Premises must wear clean attire that identifies them as employees of the Licensee and shall conduct themselves in a courteous manner at all times when on the Licensed Premises. All personnel employed by Licensee will at all times and for all purposes be solely in the employment of Licensee and Licensee shall be responsible for directing such personnel and will control the operative details of their work.

H. Licensee Furniture. Any furniture provided by Licensee for use by customers (tables and chairs) in the Licensed Premises will be returned to and secured in the Café or Storage Areas outside of the Hours of Operation. The City will have no responsibility for storing or securing such furniture.

## **Section 7. City Access, Use, and Inspection of Licensed Premises.**

A. Right of Entry. The Licensee agrees and acknowledges that the City, its employees, agents, or representatives may enter into and upon any part of the Licensed Premises at any time with 24 hours prior, reasonable notice to the Licensee to determine Licensee's compliance with this Agreement, to inspect the Licensed Premises, or to clean or make repairs, alterations or additions to the Licensed Premises or the Subject Property, or for any other purpose.

B. Security of Licensed Premises. The Licensee acknowledges and agrees that the City will not provide any security services to the Licensed Premises and that the City will not be liable to the Licensee for, and the Licensee hereby waives any claim against the City with respect to, any loss by theft or any other damage suffered or incurred by the Licensee in connection with any unauthorized entry into the Licensed Premises or any other breach of security with respect to the Licensed Premises.

## **Section 8. Condition, Improvements, Alterations, Repairs, Maintenance, and Occupancy of Licensed Premises.**

A. No warranty. The City will provide the Licensed Premises to the Licensee in an "as is" condition. The Licensee acknowledges and agrees that the City has made no representations

or warranties relating to the condition of the Licensed Premises or the suitability of the Licensed Premises for the Concession. The Licensee waives any implied warranty that the Licensed Premises are suitable for the Licensee's intended purposes. In addition, the City makes no warranty or representation that rail service will continue to serve the Subject Property.

B. No Waste or Nuisance. The Licensee will use the Licensed Premises in a careful, safe, and proper manner and will not commit waste on or create a nuisance, whether defined under the City's ordinances or regulations or common law, upon the Licensed Premises or the Subject Property.

C. Improvements. The Licensee may make no structural improvements, alterations, additions, or repairs to the Licensed Premises ("**Licensee Improvements**") including, but not limited to, structural carpentry, electrical, or masonry work without, in each case, first (i) obtaining the prior written consent of the Director of Community and Economic Development of the City, except in the case of emergency alterations or repairs, and (ii) obtaining all required building permits for such work. In the event any such structural work in or to said Licensed Premises are deemed necessary or desirable by Licensee, Licensee will submit plans and specifications to the City for its review. Licensee intends on installing certain Licensee Improvements prior to occupying the Licensed Premises as set forth in **Exhibit 4** to this Agreement ("**Proposed Initial Licensee Improvements**"). All Licensee Improvements and Proposed Initial Licensee Improvements will be made at the Licensee's sole cost and shall become the property of the City and may not be removed at the termination of the License.

All Licensee Improvements must be constructed in a good and workmanlike manner by contractors reasonably acceptable to the City and only good grades of materials may be used. The City may monitor construction of the Licensee Improvements. The Licensee will provide the City with the identities and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and the City may post on and about the Licensed Premises notices of non-responsibility pursuant to applicable law. The Licensee will furnish security or make other arrangements satisfactory to the City to assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company satisfactory to the City protecting the City against liability for personal injury or property damage during construction. Upon completion of any Licensee Improvements, the Licensee must deliver to the City sworn statements setting forth the names of all contractors and subcontractors who did work on the Licensee Improvements and final lien waivers from all such contractors and subcontractors. Upon surrender of the Licensed Premises, all Licensee Improvements will remain on the Licensed Premises as the City's property, except to the extent (1) the City requires removal of any such Licensee Improvements at Licensee's expense prior to the expiration of the term of this Agreement, or (2) the City and the Licensee have otherwise agreed in writing in connection with the City's consent to any Licensee Improvements. The Licensee will repair any damage to the Licensed Premises caused by such removal, unless the City elects to complete such repairs itself, in which case the Licensee will reimburse the City for the costs of such repairs within ten (10) days after the City's written demand therefor. If the Licensee fails to remove any Licensee Improvements per the requirements of this Section 8.C, or fails to repair any damage caused thereby, the City will have the right, but not the obligation, to complete such removal and/or repairs at Licensee's expense, and the Licensee will reimburse the City for same, within ten (10) days after the City's written demand therefor. The Licensee's obligations under this Section 8.C will survive the expiration of the term of this Agreement.

D. Trade Fixtures. The Licensee, at its own cost and expense and without the City's

prior approval, may erect or install such free-standing shelves, bins, plug-in appliances, and other trade fixtures that are not affixed to the wall or floor (collectively "**Trade Fixtures**"), including, without limitation, those Trade Fixtures listed on **Exhibit 5** to this Agreement, in the ordinary course of its business provided that such Trade Fixtures do not alter the basic character of the Licensed Premises, do not overload or damage the Licensed Premises, and may be removed without injury to the Licensed Premises, and the construction, erection, and installation thereof complies with all of the City's ordinances and regulations. Prior to the expiration of the term of this Agreement, the Licensee will remove its Trade Fixtures and will repair any damage caused by such removal, unless the City elects to complete such repairs itself, in which case the Licensee will reimburse the City for the costs of such repairs within ten (10) days after the City's written demand therefor. If the Licensee fails to remove any Trade Fixtures per the requirements of this Section 8.D, or fails to repair any damage caused thereby, the City will have the right, but not the obligation, to complete such removal and/or repairs at the Licensee's expense, and the Licensee will reimburse the City for same, within ten (10) days after the City's written demand therefor. The Licensee's obligations under this Section 8.D will survive the expiration of the Term of this Agreement.

E. Occupancy Date. The Licensee must obtain a City Business Registration Certificate and complete all work necessary to obtain a Certificate of Occupancy for the Licensed Premises, including the installation of all Licensee Improvements and Trade Fixtures, no later than ninety (90) days after all necessary permits have been issued by the City and other governmental entities. Licensee must occupy the Licensed Premises and commence operation of the Concession no later than seven (7) days after the date a Certificate of Occupancy is issued for the Licensed Premises ("**Occupancy Date**"). Failure to complete the work necessary to obtain a certificate of occupancy or to commence operation of the Concession in accordance with this Section 8.E will constitute an Event of Default under this agreement.

## **Section 9. Compliance with Laws.**

A. General Obligation; Building and Health Laws. The Licensee will conform to and abide by all applicable laws, statutes, ordinances, requirements, resolutions, rules, and regulations of the City, County of Cook, including the Cook County Health Department, State of Illinois, the United States of America, and all other governmental agencies with jurisdiction ("**Requirements of Law**"). If a permit is required for any operation, it must be obtained from the regulating body having jurisdiction thereof before such operation is undertaken. Without limiting the foregoing, (i) any and all repairs and improvements on the Licensed Premises must comply with all applicable laws, codes, rules, and regulations, including all building code requirements of the City and (ii) the Licensee shall obtain and maintain any and all necessary permits or certificates from the Cook County Health Department for food preparation on the Licensed Premises.

B. Discrimination Laws. The Licensee may not discriminate in its recruiting, hiring, promotion, demotion, or termination practices or in the use, operation, management or occupancy of the Licensed Premises on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, disability, medical condition, or marital status with respect to the Concession granted herein or the occupancy, use, or enjoyment of the Licensed Premises. The Licensee will also comply with the applicable provisions of the Illinois Human Rights Act, Titles I and III of the Americans with Disabilities Act of 1990 ("**ADA**") and all other acts and laws of whatever kind and all administrative rules and regulations issued pursuant to said Acts.

C. Hazardous Materials. The Licensee will not use, generate, manufacture, store, or

dispose of, in, under, or about the Licensed Premises or the Subject Property, or transport to or from the Licensed Premises or the Subject Property, any Hazardous Materials. For purposes of this Agreement, "**Hazardous Materials**" includes, but is not limited to: (1) flammable, explosive, or radioactive materials, hazardous wastes, toxic substances, or related materials; (2) all substances defined as "hazardous substances," "hazardous materials," "toxic substances," or "hazardous chemical substances or mixtures" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, as amended by Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.C. § 1901, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act, at U.S.C. §2601, *et seq.*; (3) those substances listed in the United States Department of Transportation Table (49 CFR 172.10 and amendments thereto) or by the Environmental Protection Agency (or any successor agent) as hazardous substances (40 CFR Part 302 and amendments thereto); (4) any material, waste, or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act, 33 U.S.C. S 1251 *et seq.* (33 U.S.C. § 1321) or listed pursuant to the Clean Water Act (33 U.S.C. § 1317); (5) flammable explosives; or (6) radioactive materials; and (7) all substances defined as "hazardous wastes" in any applicable state or local laws.

For the purposes of this Agreement, "**Environmental Requirements**" means and includes all present and future laws (whether common law, statute, rule, order, guidance, regulation or otherwise), regulations, permits, and other guidelines or requirements of governmental authorities applicable to the Licensed Premises and relating to the environment and environmental conditions or to any Hazardous Materials (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*, the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 11011 *et seq.*, any so-called "Super Lien" law, liens under the Small Business Liability Relief and Brownfields Revitalization Act, Pub. L. No. 107-118 (2002), institutional or engineering controls, environmental laws administered by the Environmental Protection Agency, any similar state and local laws and regulations, all as amended from time to time, and all regulations, guidance, orders, decisions, and decrees now or hereafter promulgated thereunder.

During the Initial Term or any Renewal Term of this Agreement, the Licensee will: (1) timely comply with all Environmental Requirements to the extent applicable to the Licensee's particular and unique use of the Licensed Premises; provided, however, the Licensee will have no liability, obligation or responsibility for any Hazardous Materials on the Licensed Premises or the Subject Property, except to the extent caused by or resulting from the actions of the Licensee, its employees or invitees; and (2) provide the City, immediately upon receipt thereof, with copies of any correspondence, notice, pleading, citation, notice of noncompliance, notice of violation, indictment, complaint, order, decree or other document from any source asserting or alleging that the Licensee has violated any Environmental Requirements in connection with the Licensee's use of or presence at the Licensed Premises, or asserting or alleging a circumstance or condition upon the Subject Property that may require the Licensee to undertake a cleanup, remedial action, other response activities (including, without limitation, investigation), or due care activities, or that imposes an obligation upon the Licensee to pay any amount required under any of the Environmental Requirements, by or on the part of the Licensee under any of the Environmental Requirements.

If authorized by the City, the Licensee will: (1) investigate and remediate in accordance with all Environmental Requirements any releases or threatened releases of Hazardous Materials which, as a result of the Licensee's use or occupancy of the Licensed Premises, are present in any portion of the Licensed Premises, the Subject Property, or the soils, ground water, or aquifer under the Subject Property in quantities or concentrations that exceed applicable standards for contaminated property under the Environmental Requirements (including, if applicable, Risk Based Corrective Action standards); and (2) will comply with, and not impede, the integrity and effectiveness of any institutional or engineering controls placed on the Licensed Premises or the Subject Property, and will take reasonable steps to prevent releases or threatened releases on the Licensed Premises and the Subject Property.

**Section 10. Indemnity and Insurance.**

A. Waiver of Claims and Indemnity. The Licensee hereby releases the City and its elected officials, officers, employees, attorneys, agents, and representatives from all claims, and waives all claims, for injury or damage to person, property or business sustained in or about the Licensed Premises or the Subject Property by the Licensee, its agents, employees or servants. The Licensee will indemnify, defend, and hold harmless the City and its elected officials, officers, employees, attorneys, agents, and representatives from and against any and all claims, actions, obligations, judgments, damages, liability, cost and expense, including reasonable attorneys' fees arising from or related to: (1) any loss of life, personal injury and/or damage to property occurring in, upon or at the Licensed Premises or the Subject Property resulting from the acts or omissions of the Licensee, except to the extent arising out of the negligence or intentional misconduct of the City and/or the City's agents or employees; (2) the particular or unique use of the Licensed Premises or the Subject Property or any part thereof by the Licensee; (3) the Licensee's failure to comply with any provision of this Agreement; and/or (4) any negligent act or omission or intentional misconduct of the Licensee and its agents, contractors, and employees. The Licensee's obligation under this Section 10.A shall survive the expiration of the term of this Agreement.

B. Insurance.

1. Coverages and Limits. The Licensee shall provide certificates and keep in force policies of insurance evidencing the minimum insurance coverages and limits set forth below. Such policies shall be in a form, and from companies, acceptable to the City. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the City.

a. Worker's Compensation and Employer's Liability. This insurance shall be kept in force during any time that Licensee has any employees and shall have limits not less than:

- i. Worker's Compensation: Statutory
- ii. Employer's Liability: \$1,000,000 injury - per occurrence  
\$1,000,000 disease - per employee

\$1,000,000 disease - policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

- b. Comprehensive Motor Vehicle Liability. This insurance shall be kept in force at any time that Licensee enters or occupies the Licensed Premises, shall cover vehicles owned, non-owned, or rented, and shall have limits not less than:

- i. Bodily Injury: \$1,000,000 per person;  
\$1,000,000 per occurrence
- ii. Property Damage: \$1,000,000 per occurrence;  
\$1,000,000 aggregate

All employees shall be included as insured.

- c. Comprehensive General Liability. This insurance shall be kept in force at any time that Licensee enters or occupies the Licensed Premises, shall have coverage written on an "occurrence" basis and shall have limits not less than:

- i. General Aggregate: \$2,000,000
- ii. Bodily Injury: \$1,000,000 per person;  
\$1,000,000 per occurrence
- iii. Property Damage: \$1,000,000 per occurrence;  
\$2,000,000 per aggregate

Coverages must include:

- Premises/Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions must be deleted.

- d. Dram Shop Insurance. This insurance shall be kept in force at any time that Licensee serves liquor or allows liquor to be served or consumed on the Licensed Premises and shall have the limits required by statute.

2. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess

or umbrella policy becomes effective to cover such loss. The limit of any umbrella policy shall be an additional \$1,000,000.

3. City as Additional Insured. The City must be named as an additional insured and a cancellation notice recipient on all policies with the exception of Worker's Compensation and Employer's Liability. The City shall be identified as an additional insured in the following manner "The City of Des Plaines, its elected officials, officers, employees, and agents."

4. Evidence of Insurance: The Licensee will furnish City with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of the City to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided will not be construed as a waiver of Licensees' obligation to maintain such insurance. The City will have the right, but not the obligation, of prohibiting the Licensee from entering the Licensed Premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City. Failure to maintain the required insurance will constitute an Event of Default under Section 13 of this Agreement. The Licensee will provide certified copies of all insurance policies required above within 10 days of City's written request for said copies.

#### **Section 11. Eminent Domain.**

If all or any part of the Licensed Premises is taken by or conveyed to any public authority under the power or threat of eminent domain, then the term of this Agreement shall cease to the extent that it relates to the part so taken from the day possession of that part shall be taken by such public authority. Any fees or other amounts payable to the City under this Agreement will be paid up to the date of such possession. If all or a substantial part of the Subject Property is taken or sold, such that Licensee, in its reasonable discretion, determines that operation of the Concession in accordance with this Agreement is impractical, then upon such taking or sale, Licensee will have the right to terminate this Agreement upon thirty (30) days written notice to the City. The Licensee will not be entitled to any portion of any amount paid to the City for any such taking or conveyance.

#### **Section 12. Assignments and Encumbrances.**

A. Assignments. The Licensee may not assign, in whole or in part, its rights, obligations, or interests in this Agreement, or grant any person or entity other than Licensee permission to occupy or use all or any part of the Licensed Premises or Subject Property, without the City's prior written consent, which consent the City may grant in its sole and absolute discretion. No assignment by Licensee will be effective prior to the execution by any assignee of a transferee and assumption agreement in a form acceptable to the City, under which transferee and assumption agreement the assignee will assume all of Licensee's obligations under this Agreement.

B. Encumbrances; Mechanics Liens. Licensee may pledge security interests in its equipment and in any other assets of Licensee's business, but Licensee may not otherwise encumber, in whole or in part, (1) its rights, obligations, or interests, in this Agreement; (2) the Licensed Premises; or (3) the Subject Property.

The Licensee has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of the City or the Licensee in, the Licensed Premises or the Subject Property or to charge the amounts payable hereunder for any claim in favor of any person dealing with the Licensee, including those who may furnish materials or perform labor for any construction or repairs. The Licensee covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Licensed Premises and that it will save and hold the City harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the interest of the Licensee in the Licensed Premises under this Agreement. The Licensee will provide the City immediate written notice of the placing of any lien or encumbrance against the Licensed Premises or the Subject Property and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided, however, the Licensee may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and the Licensee causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to the City within such thirty (30) day period.

C. Unauthorized Assignments, or Encumbrances. Any assignment or encumbrance in violation of this Section 12 shall be void and, at the City's election, will constitute an Event of Default under Section 13 of this Agreement. No consent by the City to any assignment or encumbrance will constitute a waiver of any provision of this Agreement.

### **Section 13. Events of Default; Remedies.**

A. Events of Default. Any of the following will constitute a default by the Licensee (collectively, "***Events of Default***"):

1. If the Licensee fails either (i) to pay any License Fee or other charge due hereunder by the Licensee within ten (10) days after the applicable due date, or (ii) to perform any other obligation or covenant of this Agreement within fifteen (15) days after written notice; provided, however, that if such failure cannot reasonably be cured within such fifteen (15) day period, then Licensee will not be in default if the Licensee commences correction within such fifteen (15) day period and thereafter diligently prosecutes such cure in good faith to completion in no more than thirty (30) days; or

2. If any voluntary petition or similar pleading under any bankruptcy act or under any federal or state law seeking reorganization or arrangement with creditors or adjustment of debts, is filed by or against the Licensee, or if any such petition or pleading is involuntary, and it is not adjudicated favorably to the Licensee within thirty (30) days after its filing; or

3. If the Licensee admits its inability to pay its debts, or a receiver, trustee or other court appointee is appointed for all or a substantial part of the Licensee's property; or

4. If the interest of the Licensee in the Licensed Premises is levied upon or attached by process of law; or

5. If the Licensee makes an assignment for the benefit of creditors, or if any proceedings are filed by or against Licensee to declare the Licensee insolvent or unable to meet in debts.



B. Notice of Default. In the event that the Licensee violates any of the terms or conditions of this Agreement, including specifically, the Operational Requirements set forth in Section 6 of this Agreement, the City shall give the Licensee a written notice of such violation and demand correction or abatement thereof (a "**Notice of Default**"), provided however, that the City may cure any such violation without providing Notice of Default but may not terminate this Agreement except as provided in Subsection 13.C.

C. Termination for Default. The parties acknowledge and agree that (1) the Concession and the terms of this Agreement are intended to be incidental to, and promote, the City's operation of the Licensed Premises and the Subject Property for first class public mass transportation purposes; and (2) that if the Licensee fails to comply with the terms of this Agreement, including specifically, the Operational Requirements set forth in Section 6 of this Agreement, the Concession shall not adequately promote such public mass transportation purposes and, therefore, in the event of such a failure, the City shall be permitted to terminate this Agreement or cure such failure itself, in accordance with the terms of this Section 13. If, within thirty (30) days after a Notice of Default is served, Licensee has not (1) corrected or abated such violation; (2) demonstrated, to the City's reasonable satisfaction, that such violation cannot reasonably be cured during such 30-day period and commenced and diligently pursued a cure of such violation; or (3) demonstrated, to the City's reasonable satisfaction, that no violation exists, the City has the right to immediately declare a Default (a "**Default**") of this Agreement and (1) terminate this Agreement; (2) cure such Default itself and receive reimbursement from Licensee for any costs incurred thereby; and (3) pursue any and all remedies provided by law. Notwithstanding the foregoing, the 30-day period provided for in this Section 13.C. shall be reduced to a 15-day period for any failure by Licensee to pay money owed to the City as provided in this Agreement. In the event of termination for Default, the City has the right to take immediate possession of the Licensed Premises and the provisions of Section 14 shall be observed by the parties with regard to the surrender of the Licensed Premises.

D. Liability for Breach. Termination for Default or any other reason shall not excuse either party from any liability for any breach of this Agreement.

#### **Section 14. Conditions for Surrender of Licensed Premises and Termination of Agreement.**

A. City Property. Upon termination of this Agreement for any reason, the Licensee will surrender the Licensed Premises in the same condition received, broom clean, subject to ordinary wear and tear.

B. Licensee Equipment, Supplies, and Trade Fixtures. The Licensee further agrees that upon termination of this Agreement it will remove all equipment, supplies, and Trade Fixtures, ("**Licensee Equipment**") belonging to Licensee from the Licensed Premises. Following the removal of such Licensee Equipment shall repair any damage or injury to the Licensed Premises occasioned by installation or removal thereof. In the event that the Licensee Equipment is not removed within thirty (30) days after the termination of this Agreement, the Licensee shall be deemed to have abandoned to the City the Licensee Equipment, and waives any and all claim for possession of or damages to such. The City may remove the Licensee Equipment and dispose of it and Licensee shall pay to the City the cost of such removal and disposal.

**Section 15. General Provisions.**

A. Notice. Notices required or permitted to be given by either party to the other under this Agreement will be in writing and will not be effective unless personally delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, to the following addresses:

To Licensee:

Japhlet Aranas , Owner  
Brew Lounge, LLC  
310 S. Roselle Rd.  
Des Plaines, IL 60016

With a Copy To:

To City:

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016  
Attention: Finance Director

With a Copy To:

Elrod Friedman, LLP  
325 N. LaSalle St., Suite 450  
Chicago, IL 60654  
Attention: Peter M. Friedman

Notices will be deemed to have been given three (3) days after mailing or upon personal delivery. Either party may change its address for receipt of notices by written notice to the other party given in accordance with the terms hereof.

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

D. Exhibits. Exhibits 1 through 3 attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the more specific term shall control.

E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

F. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law shall be deemed to include any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

H. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

I. Severability. It is hereby expressed to be the intent of the parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

J. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the City, or the Licensee.

K. Attorneys' Fees. In any litigation arising out of this Agreement, or any other litigation which one party causes the other party to become involved without said other party's fault, the prevailing party in said litigation, or the party involved without fault, as the case may be, will be entitled to recover from the other party all attorneys' fees incurred in connection therewith.

**[END OF TEXT - SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures the date and year first above written.

**CITY OF DES PLAINES**, an Illinois home rule municipality

By: \_\_\_\_\_  
Its: Mayor

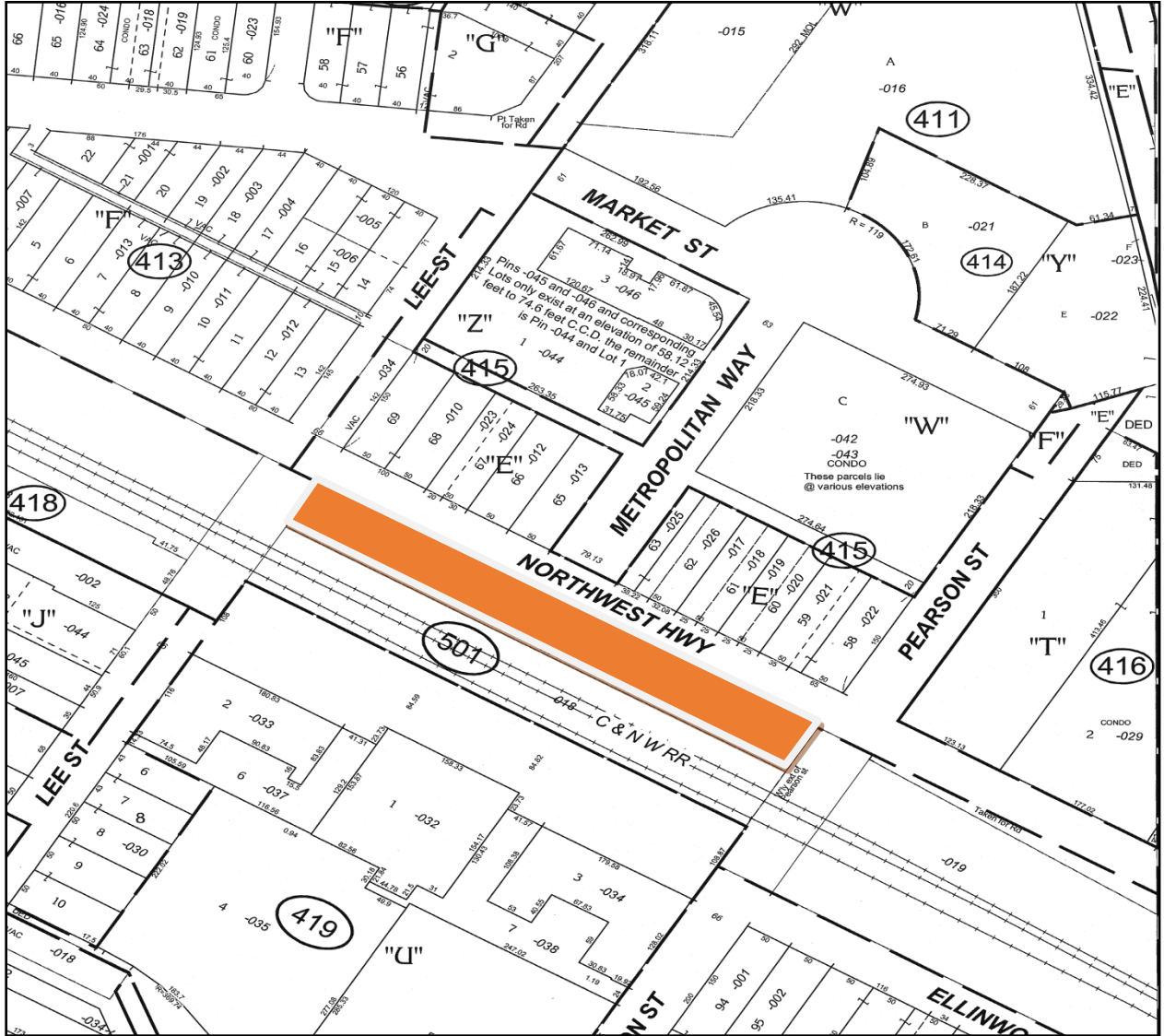
ATTEST:  
By: \_\_\_\_\_  
Its: City Clerk

**BREW LOUNGE, LLC.** an Illinois Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

WITNESS  
By: \_\_\_\_\_

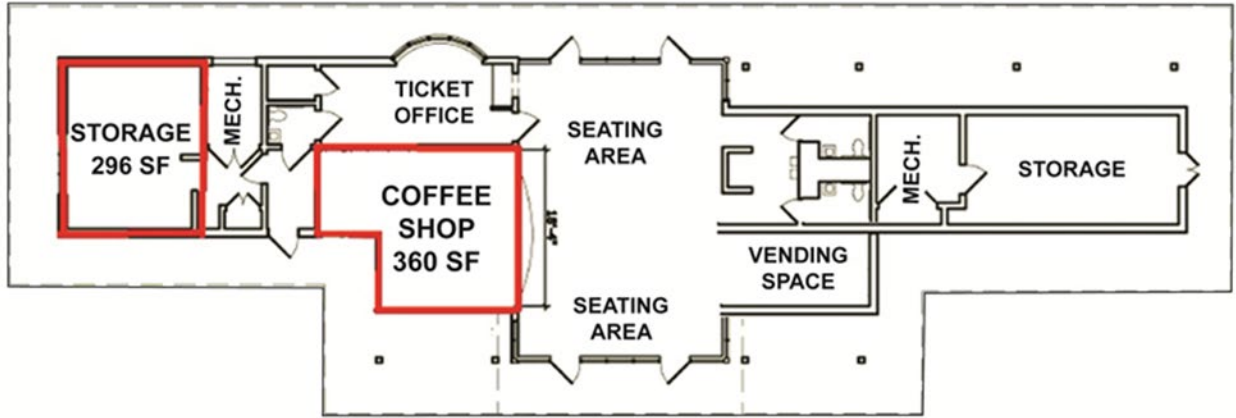
**EXHIBIT 1**  
**DEPICTION OF SUBJECT PROPERTY**



Commonly known as 1501 Miner Street, Des Plaines, Illinois 60016

PIN: 09-17-415-039-0000

EXHIBIT 2  
STATION FLOOR PLAN



### EXHIBIT 3

#### KEY MANAGEMENT PERSONNEL

- Japhlet Aranas
- Aleks Hrnjak

## EXHIBIT 4

### PROPOSED INITIAL LICENSEE IMPROVEMENTS

- Remove and replace bottom rotted shelf completely, providing stainless steel feet to support existing under cabinets
- Add a drop-down countertop with support shelf to create separation between food
- Improvements to preparation area and the front public area
  - Replace existing ice bin with prep sink, routing water and drain lines into existing setup
  - Replace existing sneeze guard to cover front counter
  - Replace existing equipment such as pitcher rinsers and knock box
  - Countertop modification will be needed
  - Existing hand sink to remain, clean and replace handles with paddle blade type
- Rout new 220v lines from panel to the back room and front room to supply power to necessary 220v equipment
- Paint necessary walls and panels after proposed renovation
- Install new prep sink in counter



## EXHIBIT 5

### TRADE FIXTURES

- La Marzocco FB80 Espresso Machine
- Mahlkonig EK43 Grinder
- Mahlkonig ES65 Grinder x2
- Fetco XTS CBS2152 Drip Machine
- Ice Machine
- Blendtec Stealth 885 Blenders x3
- Waffle Maker x2
- Signage TBD
- Avantco MIX8WH Stand Mixer
- Regency Underbar Ice Bin
- Cold Brew Ave 2 Tap Faucet (Nitro & Still)
- Cold Brew Ave Quick Cascade Nitro Lid
- AEB Rubber Top 3 Gallon Keg
- Taprite Dual Body Regulator
- Nitrogen Tank - 20 cu. ft.
- Three-compartment sink
- Hand wash sink against the wall in the back room



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5390  
desplaines.org

**MEMORANDUM**

Date: April 5, 2022  
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager  
 From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *AJD*  
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering  
 Subject: Bid Award – Lake Opeka Storm Water Pump Station

**Issue:** In connection with the Intergovernmental Agreement (IGA) with the Des Plaines Park District for stormwater improvements at Lake Park (Resolution R-162-21), bids for the Lake Opeka Storm Water Pump Station were opened on March 24, 2022.

**Analysis:** Nine bids were received and opened. A summary of the bid results is shown below:

<b>BIDDER</b>	<b>BID AMOUNT</b>
Integral Construction	\$632,000.00
John Neri Construction Co., Inc.	\$696,550.00
Rausch Infrastructure, LLC	\$752,860.00
Dimeo Brothers	\$868,955.00
Bolder Construction	\$882,421.00
Berger Excavating	\$884,016.39
Martam Construction, Inc.	\$936,510.00
JJ Henderson	\$948,770.00
H. Linden & Sons	\$1,043,750.00

The Engineer’s Estimate was \$663,100.00.

The bids have been reviewed by our design engineer, Christopher B. Burke Engineering, Ltd. (CBBEL), and they have found John Neri Construction Co. to be the lowest responsible bidder to perform the scope of work specified in the contract.

The lowest bidder, Integral Construction, was a non-responsive bidder since they did not provide a list of five similar projects equal or greater in capacity to this project which the bidder has completed successfully within the past ten years. This was a requirement of Section 00 41 43 of

the Bidding Documents. The reference sheet that Integral Construction provided did not indicate any pump station construction experience.

John Neri Construction Co. does meet the City's Responsible Bidder requirements, has positive references, and is considered qualified to perform the work. They have built eleven similar projects in the past 10 years.

A copy of CBBEL's bid review letter recommending John Neri Construction Co. is attached.

**Recommendation:** We recommend award of the Lake Opeka Storm Water Pump Station project to John Neri Construction Co., Inc., 770 Factory Road, Addison, IL 60101, in a not-to-exceed amount of \$696,550.00. Pursuant to the IGA, the City of Des Plaines is responsible for 70% and the Des Plaines Park District is responsible for 30% of the project costs. The City's share of this contract would be funded from the Capital Projects Fund in the amount of \$487,585.00.

**Attachments:**

Attachment 1 – Bid Tabulation

Attachment 2 – CBBEL Letter of Recommendation

Resolution R-79-22

Exhibit A - Contract





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 25, 2022

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

Attention: Mr. Tim Oakley  
Director of Public Works and Engineering

Subject: Bid Review  
Lake Opeka Storm Water Pump Station  
City of Des Plaines  
(CBBEL Project No. 01.R200473.00000)

Dear Tim:

Nine bids were received for the subject project and opened on March 24, 2022 shortly after 10:00 a.m. at the City of Des Plaines offices. The bids are summarized below and tabulated in detail on the attached spreadsheet.

COMPANY	Base Bid
Integral Construction	\$632,000.00
John Neri Construction Co.	\$696,550.00
Rausch Infrastructure, LLC	\$752,860.00
Dimeo Brothers	\$868,955.00
Bolder Construction	\$882,421.00
Berger Excavating	\$884,016.39
Martam Construction, Inc.	\$936,510.00
JJ Henderson	\$948,770.00
H. Linden & Sons	\$1,043,750.00
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$663,100.00</i>

Our comments are as follows:

1. All bidders submitted the required 10% Bid Bond and Certifications.

2. There were no bid conditions listed in the Exceptions and Deviations section of the Bid Form on page 00 41 43-5 for any of the three lowest bidders.
3. Rausch Infrastructure, LLC did not acknowledge receipt of Addendum No. 3.
4. Integral Construction did not provide five similar projects equal or greater in capacity which the bidder has successfully completed within the past ten years in accordance with Section 00 41 43 of the Bidding Documents. Therefore, it appears that Integral is a non-responsive bidder. The reference sheet Integral provided as an attachment were for projects unrelated to the scope of work in the subject project. Therefore, Integral Construction Co. is not considered qualified to perform the work of this contract. In addition, see attached documentation from the Indiana, Illinois and Iowa Foundation for Fair Contracting organization.
5. CBBEL recommends that the City award a contract in the amount of \$696,550.00 to John Neri Construction Co. of Addison, Illinois for the subject project. John Neri Construction Co. has provided the second lowest bid and based on past project experience submitted for reference, is considered qualified to perform the work. John Neri Construction Co. provided a list of eleven lift station/pump station type projects similar in scope to the subject project within the past 10 years as specified in Section 00 41 43-6 of the Bid Documents and is therefore considered a responsive bidder.

If you have any questions, please do not hesitate to contact me.

Sincerely,



John P. Caruso, PE  
Head, Mechanical/Electrical Department

JPC/pjb

N DESPLAINES\200473\ADMIN\L1.032522.docx

**CITY OF DES PLAINES**

**RESOLUTION R - 79 - 22**

**A RESOLUTION APPROVING AN AGREEMENT WITH JOHN NERI CONSTRUCTION CO., INC. FOR THE LAKE OPEKA STORM WATER PUMP STATION PROJECT.**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, in connection with improvements at Lake Park, the Metropolitan Water Reclamation District of Greater Chicago is requiring the disconnection of the lake outlet from the combined sewer within Howard Avenue; and

**WHEREAS**, in order to effectuate the disconnection from the combined sewer system, it is necessary to construct a storm water pumping station to pump the lake outlet to the storm sewer within Howard Avenue (collectively, "**Work**"); and

**WHEREAS**, Lake Park is owned by the Des Plaines Park District ("**Park District**"); and

**WHEREAS**, on October 4, 2021, the City and the Park District entered into an intergovernmental agreement setting forth the responsibilities of the City and the Park District regarding the Work ("**IGA**"), as authorized by Resolution R-162-21; and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the of the City of Des Plaines City Code and the City purchasing policy, the City solicited bids for the procurement of the Work; and

**WHEREAS**, the City received nine bids, which were opened on March 24, 2022; and

**WHEREAS**, the low bid was determined to be not responsive due the bidder's to failure to provide five similar projects equal or greater in capacity which the bidder has successfully completed within the past ten years in accordance with Section 00 41 43 of the contract section of the bid solicitation; and

**WHEREAS**, the City determined that John Neri Construction Co., Inc. ("**Contractor**") submitted the lowest responsible and responsive bid in the not-to-exceed amount of \$696,550; and

**WHEREAS**, the City desires to enter into a contract with Contractor for the performance of the Work in the not-to-exceed amount of \$696,550 ("**Agreement**"); and

**WHEREAS**, pursuant to the IGA, the City is responsible for 70 percent of the cost of the Work in the not-to-exceed amount of \$487,550 ("**City Share**") and the Park District is responsible for 30 percent of the cost of the Work; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Contractor;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

**SECTION 2: REJECTION OF LOW BID.** The bid submitted by Integral Construction is hereby rejected. The City Manager is directed to notify Integral Construction of this determination and to return the bid security submitted for this contract to this bidder.

**SECTION 3: APPROVAL OF AGREEMENT.** The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

**SECTION 4: EXECUTION OF AGREEMENT.** The City Manager is hereby authorized and directed to execute, on behalf of the City, the final Agreement.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

ATTEST:

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**



## CONTRACT AGREEMENT

### SECTION 00 52 43

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **City of Des Plaines** hereinafter called "Owner", and John Neri Construction Co., Inc., hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Owner has heretofore, solicited Bids for all the Work and improvements and for the doing of all things included within the hereinafter specified and related to the **Lake Opeka Storm Water Pump Station**.

WHEREAS, Owner did on the 24th day of March, 2022, find that Contractor was the lowest responsible bidder for hereinafter specified Work and did award Contractor a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

#### ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work and improvements required for and related to the **Lake Opeka Storm Water Pump Station** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the Contractor by said Contract Documents for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; and any applicable rules and regulations of the **State of Illinois** or **Cook County** agencies. Furthermore, and as related to the Work, the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

#### ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Instructions to Bidders
2. Bidding Requirements
3. Bid Form
4. This Contract Agreement
5. General Conditions of the Contract
6. Supplementary Conditions (if any)
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing Documents.
10. Any and all other Documents or Papers included or referred to in the foregoing Documents.
11. Any and all Addenda to the foregoing.

#### ARTICLE III - CONTRACT PRICE

The Contractor agrees to receive and accept the following total lump sum bid price (and as may be adjusted for unit price work actually performed) as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement; also for all loss or

## CONTRACT AGREEMENT

damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Owner, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents, to wit:

Owner agrees to pay Contractor for performance of Work in accordance with the Contract Documents in current funds as follows:

Total Contract Price of six hundred ninety-six thousand, five hundred fifty Dollars (\$ 696,550.00 ).  
(in writing) (in figures)

This Total Contract Price shall consist of the itemized prices as indicated in the Contractor's Bidding Schedule.

Plus the following (List in detail additional work, if any, and corresponding amounts):

### ARTICLE IV - CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the **Lake Opeka Storm Water Pump Station**. The Work of this Contract shall be completed within **270 consecutive calendar days** from the date which the Notice to Proceed is issued. The Contractor agrees to commence Work under this Contract within **ten calendar days** after the receipt from the Owner of a fully executed Agreement and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the Owner within the previously specified time period.

## CONTRACT AGREEMENT

### ARTICLE V - LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the Owner in writing. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$500.00 for each calendar day** that expires after the specified completion time until the Work is completed and Final Acceptance is made by the Owner. In addition, the Contractor agrees that additional liquidated damages shall be paid to the Owner as applicable and in accordance with Section 01 31 10 of the Specifications and/or other provisions of the Contract Documents.

### ARTICLE VI - PAYMENTS TO CONTRACTOR

General: Owner agrees with said Contractor to employ and does hereby employ, the said Contractor to provide the materials and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the condition set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Waiver of Lien. The Contractor shall submit Partial Waivers of Lien acceptable to the OWNER prior to receiving his/her monthly payment and a Final Waiver of Lien before receiving his/her final payment. Three (3) originally signed copies of each of these Waivers shall be delivered to the ENGINEER together with the Contractor's application for payment. A Partial and Final Waiver of Lien shall also be required from each subcontractor and material supplier before a partial or final payment is made.

Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions. Waivers of Lien shall be provided with each pay request.

Retention of Payment: Retention for payment shall be as follows: For the first 50 percent of completed Work, there shall be deducted 10 percent to be retained until after the completion of the entire Work to the satisfaction of the Owner. After 50 percent or more of the Work is completed, the Owner may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made and provided that the amount retained is not less than 5 percent of the total adjusted Contract Price.

Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Paragraph 15.06.

**CONTRACT AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first above written.

**JOHN NERI CONSTRUCTION CO., INC.**

Contractor

By \_\_\_\_\_

(SEAL)

Title Nicholas Neri, President

ATTEST:

\_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF DES PLAINES**

Owner

By \_\_\_\_\_

(SEAL)

Title Michael G. Bartholomew, City Manager

ATTEST:

\_\_\_\_\_

TITLE: \_\_\_\_\_

**IMPORTANT**

**NOTE:** If the Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

END OF SECTION

BID FORM

SECTION 00 41 43

TO: CITY OF DES PLAINES  
1420 MINER STREET  
DES PLAINES, IL 60016

PROJECT: LAKE OPEKA STORM WATER PUMP STATION

**ACKNOWLEDGMENTS:** The undersigned has received the Contract Documents entitled: "**Lake Opeka Storm Water Pump Station**" and the following addenda to these documents:

Addendum No. <u>1</u>	Dated <u>03/14/2022</u>
Addendum No. <u>2</u>	Dated <u>03/19/2022</u>
Addendum No. <u>3</u>	Dated <u>03/22/2022</u>
Addendum No. _____	Dated _____

All provisions of the Contract Documents and the addenda have been included in the Proposal submitted by the undersigned. The undersigned has carefully examined all of the Contract Documents and the sites and submits the following Proposal:

**AGREEMENT:** In submitting this Proposal, the undersigned agrees and/or understands:

1. Bids are to be held for **45 days** with a "Notice of Award" expected to be issued to the apparent successful bidder within **30 days** after the bid opening.
2. The prices in this bid have been arrived at independently, without consultation, communication or agreement, as to any matter relating to such prices with any other bidder or with any competitor and this Bid is in all respects fair and without collusion or fraud. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed and will not knowingly be disclosed prior to opening directly or indirectly to any other bidder or to any competitor. No attempt has been made nor will be made by the undersigned to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
3. To enter into and execute the Contract and furnish the properly executed bonds and insurance certificates within the time and with the forms and in the amounts required by the Contract Documents if the award is made to the undersigned.
4. To accomplish the Work strictly in accordance with the Contract Documents.
5. To complete all Work within **the time periods specified and** after Notice to Proceed is received. The Bidder, in submitting a bid offer, accepts the specified Contract Time for performing the Work. Completion of Work shall be in accordance with the phased construction schedule. Contractor shall submit with the Bid a copy of the proposed construction schedule. Contractor shall comply with the applicable requirements of Section 00 72 43 regarding the construction schedule.
6. The undersigned warrants that he/she has carefully examined the sites of the Work and all Contract Documents, that he/she is fully aware and knows of the character of the material, that he/she is fully satisfied as to the conditions to be encountered overhead, on the surface and in the spaces, and of the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Documents. Furthermore, the undersigned has based the within Contract prices on his/her own independent examination in performing the Work and has not relied upon any information furnished to him/her by the **Owner**, any agent, servant or employee of the **Owner**. The undersigned agrees to assume all risks arising from any deficiencies in the Drawings, Specifications, or other Contract Documents and will make no claim against the **Owner** because of any such alleged deficiency or alleged breach of warranty by the **Owner**. The undersigned further assumes all risks of any unforeseen

## BID FORM

conditions to be incurred in performing the Work, either overhead, on the surface, or in spaces, and has taken these risks into consideration in preparing his/her Bid. The undersigned further warrants that he/she will perform such additional and/or corrective Work as may be required in order to insure that the Work performs its intended function satisfactorily, for the prices set forth in his/her proposal and at no additional cost to the **Owner**.

7. Before submitting this Proposal, the undersigned confirms that he/she has available the equipment, forces and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated. Furthermore, the undersigned also confirms that he/she has contacted the manufacturers and/or suppliers of the equipment and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated.
8. Accompanying this proposal is a Bid Bond complying with the provisions herein stated.
9. If this proposal is accepted and the undersigned fails to execute a contract and provide the bonds and certificate of insurance, as required, it is hereby agreed that the Bid Security shall be forfeited to the **City of Des Plaines**, not as a penalty, but as liquidated damages.
10. Each pay item listed in the Bidding Schedule and in the Schedule of Prices shall have a unit price or lump sum price and a total price.
11. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
12. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
13. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
14. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the **State of Illinois**, nor has the firm made an omission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of the State laws prohibiting bid-rigging or bid-rotating.

**NOTE:** Bidders shall submit a price for each Item in the Bidding Schedule and in the Schedule of Prices. Failure to do so may result in rejection of the Proposal. The completed Bidding Schedule included in this Section shall accompany the Bid Proposal.

**BID FORM**

**BIDDING SCHEDULE:**

The undersigned, having carefully examined all of the Contract Documents for the "**Lake Opeka Storm Water Pump Station**" as well as the site of the Work and all conditions affecting the Work, including adjacent surroundings, shall furnish all services, labor, equipment and materials necessary and to complete all the Work for the prices set forth in the following Schedule:

Item No.	Description	Unit	Qty.	Unit Cost	Cost
20800150	TRENCH BACKFILL	CU YD	300	\$ 38.00	\$ 11,400.00
35100100	AGGREGATE BASE COURSE, TYPE A	TON	50	\$ 25.00	\$ 1,250.00
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	50	\$ 260.00	\$ 13,000.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	50	\$ 245.00	\$ 12,250.00
44000100	PAVEMENT AND SIDEWALK REMOVAL	SQ YD	150	\$ 18.00	\$ 2,700.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	80	\$ 5.00	\$ 400.00
70100100	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 5,000.00	\$ 5,000.00
01 05 10/01	CONSTRUCTION LAYOUT	LSUM	1	\$ 3,600.00	\$ 3,600.00
01 50 00/01	TEMPORARY CONSTRUCTION FENCING, 6 FT. CYCLONE FENCING	LSUM	1	\$ 3,000.00	\$ 3,000.00
03 30 00/01	CONCRETE EQUIPMENT PADS	LSUM	1	\$ 1,500.00	\$ 1,500.00
03 30 00/02	CONTROLLED LOW STRENGTH MATERIAL	CY	5	\$ 150.00	\$ 750.00
03 30 00/03	CURB & GUTTER	FOOT	80	\$ 40.00	\$ 3,200.00
03 30 00/04	PCC SIDEWALK, 5"	SQ FT	150	\$ 10.00	\$ 1,500.00
03 41 00/01	VALVE VAULT WITH HATCHES	LSUM	1	\$ 65,000.00	\$ 65,000.00
03 41 00/02	WET WELL WITH HATCHES	LSUM	1	\$ 58,500.00	\$ 58,500.00
03 41 00/03	DISCHARGE MANHOLE, 5 FT. DIA.	LSUM	1	\$ 11,500.00	\$ 11,500.00
03 41 00/04	STORM CATCH BASIN, 4 FT. DIA.	LSUM	1	\$ 6,800.00	\$ 6,800.00
26 05 19/01	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	LSUM	1	\$ 6,800.00	\$ 6,800.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	LSUM	1	\$ 2,450.00	\$ 2,450.00
26 05 33/02	PUMP CABLE JUNCTION BOX	LSUM	1	\$ 12,800.00	\$ 12,800.00
26 27 01/01	METER FITTING & SERVICE ENTRANCE SWITCH	LSUM	1	\$ 4,200.00	\$ 4,200.00
26 27 01/02	ELECTRICAL SERVICE CONDUIT & CABLE	LSUM	1	\$ 12,500.00	\$ 12,500.00
26 29 20/01	PUMP CONTROL PANEL	LSUM	1	\$ 72,300.00	\$ 72,300.00
27 51 25/01	SCADA SYSTEM MODIFICATIONS	LSUM	1	\$ 46,250.00	\$ 46,250.00
31 20 00/01	EARTH EXCAVATION	LSUM	1	\$ 36,000.00	\$ 36,000.00
31 20 00/02	EARTH RETENTION SYSTEM	LSUM	1	\$ 27,500.00	\$ 27,500.00
31 23 19/01	DEWATERING	LSUM	1	\$ 7,500.00	\$ 7,500.00
31 25 13/01	EROSION CONTROL FENCE	FOOT	150	\$ 5.00	\$ 750.00
31 25 13/02	INLET PROTECTION	EACH	8	\$ 150.00	\$ 1,200.00
31 25 13/03	PUMP FILTER BAG	LSUM	1	\$ 1,000.00	\$ 1,000.00

**BID FORM**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>Cost</b>
31 25 13/04	BMP MAINTENANCE	LSUM	1	\$ 750.00	\$ 750.00
31 25 13/05	CONCRETE WASHOUT	LSUM	1	\$ 500.00	\$ 500.00
31 25 13/06	DEWATERING BASIN	LSUM	1	\$ 750.00	\$ 750.00
32 92 19/01	TOPSOIL & SEEDING	LSUM	1	\$ 6,000.00	\$ 6,000.00
33 41 00/01	DIP PUMP DISCHARGE PIPING, FITTINGS & VALVES	LSUM	1	\$ 136,000.00	\$ 136,000.00
33 41 00/02	12" FORCEMAIN	FOOT	70	\$ 165.00	\$ 11,550.00
33 41 00/03	24" DIP STORM SEWER	FOOT	30	\$ 350.00	\$ 10,500.00
33 41 00/04	24" PVC STORM SEWER	FOOT	120	\$ 245.00	\$ 29,400.00
33 42 00/01	STORM PUMPS AND ACCESSORIES	LSUM	1	\$ 68,500.00	\$ 68,500.00
<b>TOTAL</b>					<b>\$ 696,550.00</b>

**TOTAL BID FOR ALL WORK \$ SIX HUNDRED NINETY SIX THOUSAND FIVE HUNDRED FIFTY DOLLARS ZERO CENTS**



**BID FORM**

**EXCEPTIONS AND DEVIATIONS**

The Bidder shall list herein all exceptions and deviations taken to the Contract Documents by Section and page number. (Use additional sheets if required and state number of sheets).

Exceptions and deviations taken to the Contract Documents are (check one): None (); As Stated Below ()/Sheet \_\_\_ of \_\_\_.

Section/Pg. No.

Description of Exception/Deviation

n/a

**SUBCONTRACTOR LISTING**

The following list of subcontractors and class of work performed by each is submitted. Subcontractors are defined as persons, firms or corporations who supply labor and/or materials for work under this Contract.

Subcontractor

Class of Work

HomeStead Electrical Contracting, LLC - ELECTRIC -

**BID FORM**

**BIDDER'S EXPERIENCE/QUALIFICATIONS**

To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least five (5) similar projects equal or greater in capacity which the Bidder has successfully completed within the past ten (10) years.

<u>Owner</u> Or <u>Municipality</u>	<u>General Project</u> <u>Description</u>	<u>Reference</u> <u>Name and</u> <u>Phone No.</u>	<u>Year</u> <u>Completed</u>
---	--	---	---------------------------------

(see attached)

**Note: Bid will be considered "Non-Responsive" if the above experience listing, qualifications and requirements are not fulfilled.**

**BID FORM**

**BID CONDITIONS**

It is expressly understood and agreed that quantities in the Bidding Schedule for Unit Price Work Items are approximate only, and that payment on the Contract will be made only on the actual quantities of Work complete in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this proposal and accepts the items listed in this Bid as substantially correct, both as to classification and amount, and as correctly listing the complete Work to be done in accordance with the Contract Drawings and Specifications.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Performance Bond and Payment Bond and to provide all insurance as required by the Contract Documents within **fifteen (15) days** after the date of the award of the Contract, the Owner may, at his/her option, determine that the Bidder has abandoned his/her Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the Owner as liquidated damages.

**BID SECURITY**

Accompanying this Bid is a BID BOND in the amount of TEN PERCENT Dollars (\$ 10%).

- Note:
- a. Insert the words "bid bond" or "cashier's check", or "certified check" as the case may be. In the case where bid security is not required by the contract insert the words "Not Required by Contract".
  - b. Amount must be equal to at least **ten percent (10%)** of the Total Bid Price. Where an Alternative(s) has been requested, the Bid Security shall be at least ten percent (10%) of the highest aggregate amount whether it be the Total Base Bid Price or the Total Alternative Bid Price.

Attach Bid Security Here (attached)

**PROPOSAL SIGNATURE:**

State of ILLINOIS )  
County of DuPage ) ss

Nicholas Neri, being first duly sworn on oath deposes and says that the Bidder on the above Bid is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that his/her deponent is authorized to make them.

Nicholas Neri, also deposes and says that he examined and carefully prepared his/her Bid from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid, that the statements contained herein are true and correct.

**BID FORM**

(Fill Out Applicable Paragraph Below)

If Bidder is:

An Individual *n/a*

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Partnership *n/a*

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Corporation

By John Neri Construction Co. Inc.  
(Corporation Name)

ILLINOIS  
(State of Incorporation)

By Nicholas Neri  
NICHOLAS NERI (Name of Person Authorized to Sign)

PRESIDENT  
(Title)

(Corporate Seal)  
Attest [Signature] \_\_\_\_\_ (SEAL)  
(Secretary) ANTHONY NERI

Business address: 770 FACTORY ROAD  
ADDISON, IL 60101

Phone Number: 630.629.8384

END OF SECTION

BIDDER CERTIFICATION  
OF COMPLIANCE OF SITE INSPECTION

SECTION 00 43 95

I Nicholas Neri, do hereby certify that:

1. I am PRESIDENT of the JOHN NERI CONSTRUCTION CO. INC  
Position Firm

and have authority to execute this certification on behalf of this firm.

2. That on 3/17/22 I visited and inspected the project work site scheduled for  
(Date)

improvements of this Contract.

Name of Firm JOHN NERI CONSTRUCTION CO. INC.

Signature Nicholas Neri

Title PRESIDENT

Date 03-17-2022

Corporate Seal (where appropriate)

END OF SECTION

AFFIDAVIT OF NON-COLLUSION

SECTION 00 45 19

STATE OF ILLINOIS)

)SS  
)

NICHOLAS NERI being first duly sworn on oath deposes and states:

- a. That in connection with this procurement,
  - 1. the prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - 2. the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly to any other bidder or to any competitor; and
  - 3. no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- b. The undersigned further states
  - 1. He/She is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to (a.1) through (a.3) above; or
  - 2. He/She is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a.1) through (a.3) above, and as their agent does hereby so certify; and (b) he/she has not participated, and will not participate, in any action contrary to (a.2) through (a.3) above.
- c. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the Bidder to receive payment under any award made hereunder.

For Corporation:  
(Corporate Seal)

NICHOLAS NERI,  
JOHN NERI CONST. CO. INC. - corporation  
(Name) Indicate if corporation, partnership or sole proprietor

ATTEST:

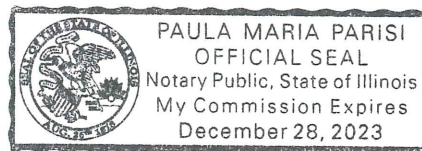
Nicholas Neri

PRESIDENT  
(Office held in Bidder Organization)

SUBSCRIBED AND SWORN TO before me

this 17TH day of March, 2022

Paula Maria Parisi  
Notary Public



END OF SECTION

**BIDDER CERTIFICATION  
IN COMPLIANCE WITH ARTICLE 33 E TO THE  
"CRIMINAL CODE OF 1961"**

**SECTION 00 45 46**

I NICHOLAS NERI, do hereby certify that:

1. I am PRESIDENT of the JOHN NERI CONST. Co. Inc.  
Position Firm

and have authority to execute this certification on behalf of this firm.

2. This firm is not barred from bidding on this Contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961".

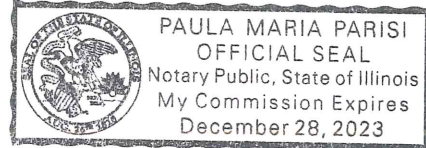
Name of Firm John Neri Construction Co. Inc.  
Signature Nicholas Neri  
Title PRESIDENT  
Date 03/17/2022

Corporate Seal (where appropriate)

On this 17<sup>TH</sup> day of MARCH, 20 22, before me appeared  
(Name) NICHOLAS NERI to me personally known, who, being duly  
sworn, did execute the foregoing affidavit, and did state that he or she was properly  
authorized by (Name of Firm) JOHN NERI CONST Co. INC to execute the  
affidavit and did so as his or her free act and deed.

Notary Public Paula Maria Parisi Commission Expires 12/28/2023

Notary Seal



END OF SECTION

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

John Neri Construction Co., Inc.  
770 Factory Road  
Addison, IL 60101

### SURETY:

(Name, legal status and principal place of business)

Ohio Farmers Insurance Company  
P.O. Box 5001  
Westfield Center, OH 44251-5001  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

**BOND AMOUNT:** 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

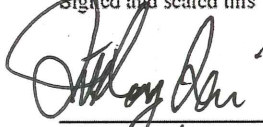
Lake Opeka Storm Water Pump Station. CBBEL project no. 01.R200473.00000.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

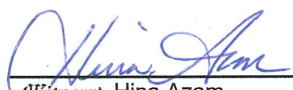
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of March, 2022.

  
\_\_\_\_\_  
(Witness) ANTHONY NERI, V.P. / SECRETARY

John Neri Construction Co., Inc.  
(Principal) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Nicholas Neri President

  
\_\_\_\_\_  
(Witness) Hina Azam

Ohio Farmers Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) William Reidinger, Attorney-in-Fact





General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DONNA M. TYLER, HINA AZAM, WILLIAM P. REIDINGER, DONNA J. WRIGHT, KAREN E. BOGARD, JOSEPH HALLERAN, REBECCA R. ALVES, JOINTLY OR SEVERALLY

of SCHAUMBURG and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 12th day of FEBRUARY A.D., 2013 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 12th day of FEBRUARY A.D., 2013 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of

March 2012



Frank A. Carrino Secretary

**John Neri Construction Company, Inc.**

770 Factory Road, Addison, IL 60101

Phone (630) 629-8384 Fax (630) 629-7001

**LIFT STATION PROJECT EXPERIENCE:**

**Name of Project:** **Apple Orchard Pump Station Upgrade**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Bartlett, 228 S. Main Street, Bartlett, IL 60103  
**Reference:** Tyler Isham, Assistant Director of Public Works (630) 540-5401  
**Contract Amount:** \$779,745.00  
**Completion Date:** 07/2021

**Name of Project:** **Supreme (LS13) & Spruce (LS17) Lift Station Improvements**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Bensenville, 717 E. Jefferson St., Bensenville, IL 60106  
**Reference:** Joe Caracci, Director of Public Works (708) 865-0300  
**Contract Amount:** \$834,250.00  
**Completion Date:** 10/2020

**Name of Project:** **Lilac Station – 109 S. Main Street**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Lombard, 255 W. Wilson Ave., Lombard, IL 60148  
**Reference:** Ray Schwab, Civil Engineer (630) 620-8222  
**Contract Amount:** \$103,234.12  
**Completion Date:** 05/2020

**Name of Project:** **Cambria Lift Station Rehabilitation Phase 2**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Lombard, 255 W. Wilson Ave., Lombard, IL 60148  
**Reference:** Ray Schwab, Civil Engineer (630) 620-8222  
**Contract Amount:** \$993,793.50  
**Completion Date:** 07/2019

**Name of Project:** **Cambria Lift Station Rehabilitation Project, SA-18-05**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Lombard, 255 W. Wilson Ave., Lombard, IL 60148  
**Reference:** Ray Schwab, Civil Engineer (630) 620-8222  
**Contract Amount:** \$94,295.00  
**Completion Date:** 09/2018

**Name of Project:** **North Avenue Townhomes Lift Station Improvements**  
**General:** John Neri Construction Company, Inc.  
**Owner:** Village of Villa Park, 20 S. Ardmore Ave., Villa Park, IL 60181  
**Reference:** Kevin Mantels, Assistant Village Engineer (630) 834-8505  
**Contract Amount:** \$519,635.00  
**Completion Date:** 11/2015

**Name of Project:** **Fairview Lift Station Improvements, SS-12-02**  
**General:** John Neri Construction Company, Inc.  
**Owner:** Village of Lombard, 255 W. Wilson Ave., Lombard, IL 60148  
**Reference:** Ray Schwab, Civil Engineer (630) 620-8222  
**Contract Amount:** \$1,718,007.95  
**Completion Date:** 12/2015

**Name of Project:** **North WWTP Excess Flow Pump Station Project, 14-5-4**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Addison, 1491 Jeffrey Drive, Addison, IL 60101  
**Reference:** Rick Federighi, Director of Public Works, (630) 620-2020  
**Contract Amount:** \$1,749,265.00  
**Completion Date:** 08/2015

**Name of Project:** **Wastewater Pump Station Improvements**  
**General:** John Neri Construction Co., Inc.  
**Owner:** Village of Addison, 1491 Jeffrey Drive, Addison, IL 60101  
**Reference:** Rick Federighi, Director of Public Works, (630) 620-2020  
**Contract Amount:** \$3,434,000.00  
**Completion Date:** 11/2014

**Name of Project:** **Timber Trails Lift Station Replacement Project**  
**General:** John Neri Construction Company, Inc.  
**Owner:** Flag Creek Water Reclamation District, 7001 Frontage Rd, Burr Ridge, IL 60527  
**Reference:** Jim Liubicich, District Engineer (630) 323-3299 Ext. 6130  
**Contract Amount:** \$352,831.55  
**Completion Date:** 09/2014

**Name of Project:** **Yorkshire Woods Lift Station Replacement Project**  
**General:** John Neri Construction Company, Inc.  
**Owner:** Flag Creek Water Reclamation District, 7001 Frontage Rd, Burr Ridge, IL 60527  
**Reference:** Jim Liubicich, District Engineer (630) 323-3299 Ext. 6130  
**Contract Amount:** \$704,970.30  
**Completion Date:** 05/2012



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

1111 Joseph J. Schwab Road  
Des Plaines, IL 60016  
P: 847.391.5464  
desplaines.org

**MEMORANDUM**

**Date:** March 24, 2022

**To:** Michael G. Bartholomew, MCP, LEED-AP, City Manager

**From:** Timothy Watkins, Assistant Director of Public Works and Engineering *TW*  
Dorothy Wisniewski, Assistant City Manager/Director of Finance

**Cc:** Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering

**Subject:** Refuse Ordinance – Public Works Committee

---

**Issue:** The current ordinance does not accurately reflect the current Refuse Franchise Agreement.

**Analysis:** The current City Code 5-2-3, only allows refuse service for multi-family dwellings of four (4) units or less. The new text for this section will allow for properties greater than four (4) units to be part of the Franchise Agreement. The change to section 5-2-7 clarifies the language for the City's contractor to bill each customer on quarterly basis. Consistent with the above, section 5-2-12 only allows recycling service for multi-family dwellings of four (4) units or less. The new text for this section will allow for properties greater than four (4) units to be part of the Franchise Agreement.

**Recommendation:** We recommend approval of Ordinance M-15-22.

**Attachments:**  
Ordinance M-15-22

**CITY OF DES PLAINES**

**ORDINANCE M - 15 - 22**

**AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 2 OF TITLE 5 OF THE DES PLAINES CITY CODE REGARDING WASTE COLLECTION.**

**WHEREAS**, the City is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, Chapter 2 of Title 5 of the Des Plaines City Code ("*City Code*") entitled, "Solid Waste, Recyclable Materials, Yard Waste, and Composting," sets forth regulations regarding the collection and disposal of waste and recyclable materials in the City; and

**WHEREAS**, the City is authorized to enter into exclusive franchise agreements with a waste disposal firm for the collection of solid waste, recyclable materials, and yard waste from residential dwellings with certain exceptions; and

**WHEREAS**, on December 21, 2020, the City entered into that certain "Franchise Agreement between the City of Des Plaines and Lakeshore Recycling Systems, LLC for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials" ("*Franchise Agreement*"), which expanded the scope of services provided by the City's designated waste disposal firm, Lakeshore Recycling Systems, LLC ("*LRS*"); and

**WHEREAS**, the City desires to amend and update the provisions of Chapter 2 of Title 5 as set forth in in this Ordinance to reflect the current practices and expectations of the City's Franchise Agreement with LRS; and

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof.

**SECTION 2. AMENDMENTS TO CHAPTER 2 OF TITLE 5 OF THE CITY CODE.** The following sections of Chapter 2 or Title 5 of the City Code, entitled "Solid Waste, Recyclable Materials, Yard Waste, and Composting," are hereby amended to read as follows:

"5-2-2: DEFINITIONS:

As used in this chapter the following words and terms shall have the meanings herein ascribed to them:

COMPOSTABLE MATERIAL: Grass, garden clippings, brush, leaves, tree clippings, and other materials accumulated as the result of the maintenance of gardens, lawns, shrubbery, vines and trees.

COMPOSTING: The controlled biological reduction of organic wastes to humus.

GARBAGE: Any rejected or waste household food, offal, swill, or carrion and every accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruits or vegetables and any other matter of any nature, that is subject to decay, putrefaction and the generation of noxious or offensive gases or odor, or that, during or after decay, may serve as a breeding or feeding material for rodents, flies or other germ carrying insects or animals.

RECYCLABLE MATERIALS: Includes, without limitation, newsprint, aluminum cans, steel cans, glass, various types of paper, plastics and polymers, and any other materials designated as "recyclable materials" in the city's residential waste collection franchise agreement.

REFUSE: All ashes, discarded household fixtures, manure, tree branches, roots, trunks four inches (4") or greater in diameter, building materials from home remodeling and repairs (provided such items are put into disposable containers or in tied bundles, but not exceeding 4 feet in length and not weighing over 50 pounds per container or bundle; the total of which shall not exceed 1 cubic yard per collection), and small amounts of bricks, sod, earth, concrete, and rocks (provided such items are put into disposable containers not weighing over 50 pounds per container). Refuse shall not include yard waste and recyclable materials.

SOLID WASTE: All garbage and refuse **but not recyclable materials or yard waste**.

YARD WASTE **OR LANDSCAPE WASTE**: All accumulations of grass, shrubbery cuttings, brush, leaves, tree limbs or trunks less than four inches (4") in diameter and less than four feet (4') in length, and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

**WASTE COLLECTION FRANCHISEE: The waste disposal firm that the City enters into an exclusive franchise agreement with for the collection of solid waste, recyclable materials, and yard waste from all single-family dwellings and designated multi-family residential dwellings pursuant to Section 5-2-3 of this chapter.**

\* \* \*

**5-2-3: FRANCHISE FOR WASTE COLLECTION AND DISPOSAL FROM RESIDENTIAL DWELLINGS:**

A. Exclusive Franchise: The city shall enter into an exclusive franchise agreement with no more than one waste disposal firm for the collection of solid waste, recyclable materials, and yard waste for all single-family dwellings and multiple-family dwellings with ~~four (4) or fewer units~~ **individual collection of waste and billing for each dwelling unit within the building or complex**. No person shall hire, retain, use, or engage any waste disposal firm for the collection of solid waste, recyclable materials, or yard waste from such residential dwellings, other than the ~~one selected by the city~~ **city's waste collection franchisee** pursuant to this section. The city's ~~franchise agreement shall not apply to~~ **Use of the city's waste collection franchisee shall not be mandatory for** multiple-family dwellings with ~~more than four (4) units~~ **unified collection and billing for all dwelling units within the building or complex**, or any commercial, office, or industrial property. **The city may negotiate, and include in its franchise agreement, collection rates with its waste collection franchisee to be offered to multiple-family dwellings with unified collection and billing, commercial, office, and industrial properties on an optional basis.**

\* \* \*

**5-2-7: RESIDENTIAL WASTE COLLECTION AND DISPOSAL CHARGE:**

A. Charge Levied: There is hereby levied against each residential dwelling **account** within the city subject to the city's waste collection franchise agreement a ~~direct~~ **quarterly** charge equal to the ~~dollar amount per dwelling unit, per month that the city pays to its waste collection franchisee for the collection and disposal of residential solid waste, recyclable materials, and yard waste~~ **in the amounts set forth in the city's waste collection franchise agreement**. The amount of such charge will be clearly set forth in the city's waste collection franchise agreement. This charge shall be levied against and collected from each residential dwelling **account** whether or not the occupants of the dwelling **corresponding to the account** actually generate or put out for disposal any solid waste, recyclable materials, or yard waste; the above charge being a service charge for the service rendered. Such sum shall be billed and payable ~~six (6) times per year~~ **no more than four (4) times per year**. **The city's waste collection franchisee will be responsible for billing and collecting charges from all accounts that it services pursuant to the franchise agreement. The waste collection franchisee will be permitted to add or increase surcharges and fees to residential accounts only as explicitly set forth in its waste collection franchise agreement with the city.**

B. Payment Terms: The rates charged by the city **city's waste collection franchisee** for the collection and disposal of residential solid waste, recyclable materials, and yard waste shall be paid within twenty-one (21) days after mailing of bills for the same **and in no event later than the 14<sup>th</sup> day of the last month of**

**each three-month billing cycle.** In the event that such charges are not paid within twenty-one (21) days after the mailing of bills **or on or after the 15<sup>th</sup> day of the last month of a three-month billing cycles,** a penalty of ten percent (10%) of the amount of the billed charges shall be added to the same and payable from the residential ~~customer~~ **account.**”

\* \* \*

5-2-12: RECYCLING PROGRAM:

A. Single-Family Dwellings and Multiple-Family Dwellings With ~~Four Or Fewer Units~~ **Individual Collection and Billing:**

1. The city's waste collection franchisee shall collect and remove all "recyclable materials" as defined in section 5-2-2 of this chapter, from those single-family dwellings and multiple-family dwellings with ~~four (4) or fewer units~~ **individual collection of waste and billing for each dwelling unit within the building or complex.** The waste collection franchisee shall pick up such recyclable materials without regard to quantity, provided that the materials are properly placed for collection in city approved containers along with their regular solid waste collection. The franchisee shall be responsible for sorting and preparing such recyclable materials for sale and for maintaining the recycling processing center.”

**SECTION 3. EFFECTIVE DATE.** This Ordinance shall be in full force and effect 10 days after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

---

**MAYOR**

ATTEST:

---

**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP - Ordinance Amending City Code re Solid Waste Collection





PUBLIC WORKS AND  
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road  
Des Plaines, IL 60016  
P: 847.391.5464  
desplaines.org

MEMORANDUM

Date: March 25, 2022

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Timothy Watkins, Assistant Director of Public Works and Engineering *TW*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering

Subject: Sidewalk Snow Removal – Public Works Committee

---

**Issue:** At the March 21, 2022 City Council meeting, the City Council requested further amendment to Section 8-1-11 of the City Code regarding the removal of snow and ice from adjacent public rights of way in commercial areas.

**Analysis:** The current City Code 8-1-11, allows the City to charge the owner, lessee, tenant or occupant an amount sufficient to defray the entire cost of any work performed to remove snow/ice from public rights of way in commercial areas, plus a twenty five percent (25%) administrative fee.

The amended ordinance clarifies that the accumulation of snow over 2” in depth will be as determined by the National Weather Service at O’Hare International Airport. In addition, a minimum mobilization fee of \$250 is added if the City or its contractor performs the snow/ice removal. Finally, the penalty section has been revised to reflect fixed fine amounts of \$250 for the first offense, \$500 for the second offense, and \$750 for the third offense.

**Recommendation:** We recommend approval of Ordinance M-10-22, amending Section 8-1-11 of the City Code regarding the removal of snow and ice from adjacent public rights of way in commercial areas.

**Attachments:**  
Ordinance M-10-22

**CITY OF DES PLAINES**

**ORDINANCE M - 10 - 22**

**AN ORDINANCE AMENDING SECTION 8-1-11 OF THE CITY OF DES PLAINES CITY CODE REGARDING THE REMOVAL OF SNOW AND ICE FROM PUBLIC RIGHTS OF WAY.**

**WHEREAS**, the City is a home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

**WHEREAS**, Section 8-1-11 of the City of Des Plaines City Code, as amended, ("*City Code*") regulates the deposit of snow on public rights of way and handicapped parking spaces and requires the prompt removal of snow and ice from public rights-of-way abutting commercial properties within the City; and

**WHEREAS**, Section 8-1-11 of the City Code provides that when an owner, lessee, tenant or occupant of any commercial property fails to remove snow or ice as required by Section 8-1-11, the City may remove the snow and ice and charge the cost of such removal to the owner, lessee or tenant of the commercial property ("*City Snow Removal*"); and

**WHEREAS**, in order to defray the cost of City Snow Removal, the City desires to amend Section 8-1-11 of the City Code to: (i) impose a \$250 mobilization fee each time the City performs the City Snow Removal; (ii) clarify how snow accumulation is measured; and (iii) impose set fine amounts rather than a fine range; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to amend the City Code as set forth in this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein by reference and made a part hereof.

**SECTION 2: SNOW AND ICE ON PUBLIC RIGHTS OF WAY.** Section 11, titled "Restrictions on Deposit of Material or Snow on Public Rights of Way and Handicapped Parking Spots," of Chapter 1, titled "Streets and Sidewalks," of Title 8, titled "Public Ways and Property," of the City Code is hereby amended as follows:

**"8-1-11: SNOW AND ICE ON PUBLIC RIGHTS OF WAY AND HANDICAPPED PARKING SPACES:**

\* \* \*

B. Commercial Properties:

1. Every owner, lessee, tenant or occupant of any commercial property in the City that abuts any public right-of-way must comply with the following:
  - a. Snow and ice must be removed from any sidewalk abutting such property and any sidewalk ramps intersecting such sidewalks, creating a clear path at least thirty six inches (36") wide to allow pedestrian and wheelchair passage; provided, however, that all reasonable efforts should be made to clear a path the full width of the sidewalk.
  - b. Accumulations of two (2) or more inches of snow, **as measured by the National Weather Service at O'Hare International Airport,** and/or any amount of ice should be removed as soon as practicable, but must be removed within twenty four (24) hours after the weather event ends.
  - c. If snow or ice on the sidewalk is frozen so hard that it cannot be removed without damage to the pavement, then, within twenty four (24) hours after the weather event ends, sand, abrasive material or other products made for the purpose of mitigating slipping hazards and preventing the accumulation of ice must be strewn on the sidewalk abutting the property, and, as soon thereafter as the weather shall permit, the sidewalk must be thoroughly cleaned.
2. If the owner, lessee, tenant or occupant of any commercial property fails to remove or abate snow or ice in the manner, and within the timeframes, set forth in subsection B.1 of this section, in addition to the penalty set forth in subsection D of this section, the City may, but is not obligated to, proceed to have such snow removed, keeping an account of the expense of such removal. The City may charge the owner, lessee, tenant or occupant an amount sufficient to defray the entire cost of any work performed pursuant to this section, plus a 25 percent (25%) administrative fee, **plus a minimum mobilization fee of \$250,** and if the amount so charged is not paid by the owner, lessee, tenant or occupant following a demand in writing by the City for such payment, the City may record a lien against the property or take such other action(s) as permitted by law and that the City Manager deems appropriate including, but not limited to, listing the costs with the Director of Finance as a fine or fee due to the City within the meaning of subsection 4-2-11C and section 15-7-8 of this Code.

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

\* \* \*

D. Penalties:

1. Any person violating subsection A or C of this section shall be subject to the general penalty set forth in section 1-4-1 of this Code.
2. Any person violating subsection B of this section shall be subject to a fine for each offense during the then-current winter season as follows:
  - a. For the first offense, a fine ~~not to exceed~~ **of** two hundred fifty dollars (\$250.00);
  - b. For the second offense, a fine ~~not to exceed~~ **of** five hundred dollars (\$500.00); and
  - c. For the third offense, a fine ~~not to exceed~~ **of** seven hundred fifty dollars (\$750.00).
3. Each day that a violation of this section is permitted to exist shall constitute a separate offense. Citations for violations of this section may be issued to the owner of the property involved, to the industry or firm which acts as an agent for any such owner, and to a lessee, tenant or occupant of any commercial property involved.”

**SECTION 3. SEVERABILITY.** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

[SIGNATURE PAGE FOLLOWS]

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

Published in pamphlet form this  
\_\_\_\_ day of \_\_\_\_\_, 2022.

Approved as to form:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

DP-Ordinance Amending City Code Title 8 Chapter 1 Re Snow Removal 2022

**Additions are bold and double-underlined;** ~~deletions are struck through.~~

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD IN THE ELEANOR ROHRBACH MEMORIAL COUNCIL CHAMBERS, DES PLAINES CIVIC CENTER, MONDAY, APRIL 4, 2022**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Goczkowski at 7:00 p.m. in the Eleanor Rohrbach Memorial Council Chambers, Des Plaines Civic Center on Monday, April 4, 2022.

**ROLL CALL**

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi. Absent: Brookman A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Director of Public Works and Engineering Oakley, Director of Community and Economic Development Carlisle, Fire Chief Anderson, Police Chief Anderson, and General Counsel Lenneman.

**PRAYER AND PLEDGE**

The prayer and the Pledge of Allegiance to the Flag of the United States of America were offered by City Clerk Mastalski.

**PROCLAMATION**

City Clerk Mastalski read a proclamation by Mayor Goczkowski declaring April as Earth Month.

Mayor Goczkowski presented the proclamation declaring April as Earth Month to the Donna Adam, Founder of Clean Up/Give Back.

**PUBLIC COMMENT**

Several residents expressed their concern and objection to a possible new development at the current site of the Journal and Topics Building.

Resident Trish Conaghan mentioned an issue of non-residents parking in her neighborhood.

**ALDERMAN ANNOUNCEMENTS**

Alderman Oskerka stated he will be having a ward meeting at Prairie Lakes on April 19, 2022 at 6:30 p.m.

Alderman Chester stated he has served on the O'Hare Noise Commission and the Fly Quiet Committee for the last seven years. He mentioned the commission voted to limit flight traffic on the diagonal runaway over the North/South communities for a third of the night flights as opposed to fifty percent; it will go on to the full commission for vote and then the FAA.

Alderman Smith thanked the residents for coming out to speak regarding the possible new development at the current site of the Journal and Topics Building; she stated it shows the true meaning of community.

**MAYORAL ANNOUNCEMENTS**

Mayor Goczkowski acknowledged the Assyrian New Year's Day which was most recently celebrated on April 1, 2022.

On May 3, 2021, a Declaration of Civil Emergency for the City of Des Plaines related to the COVID-19 emergency was authorized. The Declaration provided that: (1) the City may enter into contracts for the emergency purchase of goods and services; (2) the City Manager may implement emergency staffing protocols pursuant to the City's respective collective bargaining agreements; and (3) directed City officials and employees to cooperate with other government agencies.

In accordance with Illinois statutes, the Mayor's Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the next adjournment of

the next special or City Council meeting. This extension of the Declaration includes the Supplemental Order dated January 3, 2022.

Mayor Goczkowski presented an extension to the Declaration of Civil Emergency.

Moved by Oskerka, seconded by Lysakowski, to extend the May 3, 2021 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council including the Supplement Order dated January 3, 2022.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**MANAGER’S REPORT**

City Manager Bartholomew apologized for the City Council Meeting not being streamed live due to the current process of the media control room being moved from the fourth floor to the second floor. He stated the meeting will be available tomorrow on: channel 17, City’s website, and Facebook.

**CITY ATTORNEY/ GENERAL COUNSEL REPORT**

General Counsel Lenneman stated she is filling in for General Counsel Friedman who unfortunately tested positive for COVID. General Counsel Lenneman also mentioned the invitations for the Elrod Friedman bi-annual seminar went out today to officials and staff; she stated if anyone has any questions to reach out and she looks forward to seeing everyone there.

**CONSENT AGENDA**

Moved by Chester, seconded by Zadrozny, to establish the Consent Agenda.

Upon voice vote, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Moved by Zadrozny, seconded by Oskerka, to Approve the Consent Agenda.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Minutes were approved; Ordinance M-11-22, M-12-22, M-13-22 were approved; Ordinance Z-6-22, Z-7-22, M-9-22 were adopted; Resolutions R-67-22, R-68-22, R-69-22, R-70-22, R-71-22, R-74-22 were adopted.

**AMEND CITY CODE/ CLASS N LIQUOR/ MW GAMING & ENTERTAINMENT**  
**Consent Agenda**

Moved by Zadrozny, seconded by Oskerka to Approve First Reading of Ordinance M-11-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "N" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

Advanced to Second Reading by Chester, seconded by Moylan, to Adopt the Ordinance M-11-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "N" LIQUOR LICENSE.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

**Ordinance M-11-22**

NAYS: 0 - None  
ABSENT: 1 - Brookman  
Motion declared carried.

**AMEND CITY  
CODE/ CLASS N  
LIQ LIC/ MW  
GAMING &  
ENTERTAINMENT**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka to Approve First Reading of Ordinance M-12-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "N" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance  
M-12-21**

Advanced to Second Reading by Chester, seconded by Oskerka, to Adopt the Ordinance M-12-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "N" LIQUOR LICENSE.

Upon roll call, the vote was:  
AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Chester, Smith, Ebrahimi  
NAYS: 0 - None  
ABSENT: 1 - Brookman  
Motion declared carried.

**AMEND CITY  
CODE/ CLASS N  
LIQ LIC/ MW  
GAMING &  
ENTERTAINMENT**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka to Approve First Reading of Ordinance M-13-21, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "N" LIQUOR LICENSE. Motion declared carried as approved unanimously under Consent Agenda.

**Ordinance  
M-13-21**

Advanced to Second Reading by Chester, seconded by Zadrozny, to Adopt the Ordinance M-13-22, AN ORDINANCE AMENDING THE CITY CODE TO ADD ONE CLASS "N" LIQUOR LICENSE.

Upon roll call, the vote was:  
AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Chester, Smith, Ebrahimi  
NAYS: 0 - None  
ABSENT: 1 - Brookman  
Motion declared carried.

**APPROVE AGRMT/  
ASPHALT &  
CONCRETE  
SEALING/ DENLER**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka, to Approve Resolution R-67-22, A RESOLUTION APPROVING AN AGREEMENT WITH DENLER, INC. FOR ASPHALT CRACK SEALING AND CONCRETE JOINT SEALING. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-67-22**

**APPROVE MSTR  
CNTRCT/ PROF  
ENGR SVCS/ AYRES  
ASSOC**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka, to Approve Resolution R-68-22, A RESOLUTION APPROVING A MASTER CONTRACT WITH AYRES ASSOCIATES, INC FOR PROFESSIONAL ENGINEERING SERVICES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-68-22**

**AUTH MEMO OF  
AGRMT/ CBA/  
MECCA**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka, to Approve Resolution R-69-22, A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE MUNICIPAL EMPLOYEES CITY COORDINATING ASSOCIATION OF DES PLAINES. Motion declared carried as approved unanimously under Consent Agenda.



**Resolution  
R-69-22**

**RELEASE CERTAIN  
MINS/ CLOSED  
SESSION/ CITY  
COUNCIL**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka, to Approve Resolution R-70-22, A RESOLUTION RELEASING CERTAIN MINUTES OF CERTAIN CLOSED MEETINGS OF THE CITY COUNCIL. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-70-22**

**APPROVE PURCH/  
ACCESS MGMT PW  
SAFE APP/ CDW-G**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka, to Approve Resolution R-71-22, A RESOLUTION APPROVING THE PURCHASE OF BEYONDTRUST CORPORATION PRIVILEGED ACCESS MANAGEMENT - PASSWORD SAFE APPLICATION FROM CDW-G. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-71-22**

**APPROVE AMD TO  
APPX U PER POL/  
GEN WAGE INCR &  
MERT INCR/ NON-  
REP EMPLS**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka, to Approve Resolution R-74-22, A RESOLUTION APPROVING AN AMENDMENT TO APPENDIX U OF THE PERSONNEL POLICY REGARDING THE SALARY SCHEDULE, A GENERAL WAGE INCREASE FOR NON-REPRESENTED EMPLOYEES, AND THE EXPENDITURE OF FUNDS FOR MERIT INCREASES. Motion declared carried as approved unanimously under Consent Agenda.

**Resolution  
R-74-22**

**SECOND READING/  
ORDINANCE  
Z-6-22**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka to Approve Ordinance Z-6-22, AN ORDINANCE AMENDING THE TEXT OF VARIOUS SECTIONS OF THE DES PLAINES ZONING ORDINANCE REGARDING ADULT DAY SERVICE AND CHILD CARE CENTERS. Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/  
ORDINANCE  
Z-7-22**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka to Approve Ordinance Z-7-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR AN ADULT DAY SERVICE CENTER USE AT 2514 BALLARD ROAD, DES PLAINES, ILLINOIS (CASE #22-005-TA-CU). Motion declared carried as approved unanimously under Consent Agenda.

**SECOND READING/  
ORDINANCE  
M-9-22**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka to Approve Ordinance M-9-22, AN ORDINANCE AMENDING TITLE 4 OF THE DES PLAINES CITY CODE REGARDING DAYCARE CENTERS AND BUSINESS REGISTRATIONS. Motion declared carried as approved unanimously under Consent Agenda.

**APPROVE  
MINUTES**  
Consent Agenda

Moved by Zadrozny, seconded by Oskerka, to Approve the Minutes of the City Council meeting of March 21, 2022, as published. Motion declared carried as approved unanimously under Consent Agenda.

**NEW BUSINESS**

**FINANCE & ADMINISTRATION** – Alderman Zadrozny, Chair

**WARRANT  
REGISTER**  
Resolution

Alderman Zadrozny presented the Warrant Register.

Moved by Zadrozny, seconded by Chester, to Approve the Warrant Register of April 4, 2022

R-72-22

in the Amount of \$3,015,092.23 and Approve Resolution R-72-22.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**COMMUNITY DEVELOPMENT-** Alderman Chester, Chair

**CONSIDER**  
**APPROVING A**  
**CONDITIONAL USE**  
**PERMIT FOR**  
**OFFICE USE**  
**MAJOR**  
**VARIATION FOR**  
**OFF-STREET**  
**PARKING AT 600 E**  
**ALGONQUIN RD**  
**Ordinance**  
**Z-8-22**

Director of Community and Economic Development Carlisle reviewed a memorandum dated March 23, 2022.

The petitioner, Clean Up – Give Back, with written consent of property owner City of Des Plaines, is requesting a conditional use to allow an office use in a C-1 Neighborhood Shopping District and a major variation to reduce the required number of off-street parking spaces from nine to six at 600 E. Algonquin Road. The subject property is a corner lot in the C-1 Neighborhood Shopping District directly northeast of the Algonquin Road and Wolf Road intersection. An alley runs along its east (rear) property line. The property consists of one parcel totaling 8,362 square feet (0.19 acres) and currently consists of a 2,419-square-foot, one-story commercial building, paved parking area off the alley with six total parking spaces, and existing green space. The existing one-story commercial building is set back approximately 30 feet off the west property line (front) along Wolf Road, 26 feet from the east property line along the alley (rear), 5 feet off the north property line (interior side), and 29 feet off the south property line (corner side) along Algonquin Road.

The petitioner is a small non-profit organization that intends to relocate its headquarters to the subject property. They organize, coordinate, and facilitate cleanup projects throughout the area. The proposal does not include any exterior changes to the building. They will remodel and partition the interior to provide the following: (i) an office desk and workspace area; (ii) a reception area; (iii) a volunteer and workshop area for programs; (iv) an area for cleanup kits to be prepared; (v) space for donated items and occasional meetings; and (vi) a storage area for supplies. The petitioner projects four employees and anticipates that over the course of an entire day, no more than 25 to 30 individuals will visit the building, usually for a short period to pick up supplies for a service project. The proposed hours of operation are 7 a.m. to 7 p.m. Monday through Saturday and closed on Sundays. While the organization’s board meetings normally take place off-site, they would occasionally like to use one of the rooms in the building for this purpose, although this would not be a day-to-day or regular function of the headquarters.

An office use requires a conditional use permit in the C-1 district pursuant to Section 12-7-3(K) of the Zoning Ordinance. The petitioner is also requesting a variation for off-street parking. Pursuant to Section 12-9-6 of the Zoning Ordinance, one parking space is required for every 250 square feet of gross floor area. Floor area, as defined in Section 12-13-3, includes all space devoted to the proposed office use and any portion of the total proposed storage area greater than 10 percent of the entire combined floor area of the building. The proposed office space and portions of intended storage over 10 percent of the entire combined floor area equates to a total of nine required parking spaces. However, there are only six parking spaces, including two handicap accessible spaces. Section 12-9-2 provides that when a new use is proposed, it should meet the minimum parking requirement for the new use. When the new use cannot meet the minimum, as in this case, a variation is required.

The PZB recommended (6-0) that the City Council approve both requests as presented without any conditions.

Moved by Oskerka, seconded by Chester, to Approve First Reading of Ordinance Z-8-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR AN OFFICE USE AND MAJOR VARIATION FOR OFF-STREET PARKING AT 600 E ALGONQUIN ROAD, DES PLAINES, ILLINOIS (CASE #22-008-CU-V).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Advanced to Second Reading by Oskerka, seconded by Chester, to Adopt the Ordinance Z-8-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR AN OFFICE USE AND MAJOR VARIATION FOR OFF-STREET PARKING AT 600 E ALGONQUIN ROAD, DES PLAINES, ILLINOIS (CASE #22-008-CU-V).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**CONSIDER A  
CONDITIONAL USE  
PERMIT FOR  
FINAL PUD, FINAL  
PLAT OF PUD,  
FINAL PLAT OF  
SUBDIVISION, AND  
CERTAIN ZONING  
EXCEPTIONS FOR  
1050 EAST OAKTON  
ST, 1000-1100  
EXECUTIVE WAY,  
AND 1555 TIMES DR**  
Ordinance  
Z-9-22

Director of Community and Economic Development Carlisle reviewed a memorandum dated March 24, 2022.

The petitioner is requesting a Conditional Use for a Final Plat of PUD under Section 12-3-5 of the Zoning Ordinance, as well as a Final Plat of Subdivision under Section 13-2-8 of the Subdivision Regulations. Under Chapter 13-4 of the Subdivision Regulations, the petitioner is requesting approval of a Parkland Dedication Fee-in-Lieu amount, which includes credits for two separate proposed private open space areas in the proposed development.

Additionally, the petitioner is requesting a Vacation of Public Streets (Plat of Vacation) under Section 8-1-9 of the City Code and approval of a redevelopment agreement.

*Final PUD*

*Overview*

On October 4, 2021 via Ordinance Z-40-21, the City Council granted preliminary PUD approval of petitioner M/I Homes’ proposal for 125 townhouses, known collectively as Halston Market. The approval was based on a proposed unit mix of seven two-bedrooms and 118 three-bedrooms, all of which would be horizontally connected to other units (i.e. townhouse style) across 23 separate buildings. Each building would be three stories with each unit having a ground-floor, two-car, rear-loaded garage that faces inward toward the development, not toward public streets. Walkways would connect unit front doors to public and private sidewalks. Units include balconies and small landscaped front yards. However, the amount of private open space per unit is minimal, as the concept is built around shared open space.

*Conformance with Preliminary Plat*

The petitioner’s final proposal reflects the site design of the preliminary plans, including the exception requests acknowledged in Ordinance Z-40-21, which granted preliminary approval. Major elements such as the number of units, height and design buildings, locations of buildings and structures, and number of parking spaces are unchanged. Ordinance Z-40-21 listed the following PUD exceptions pursuant to Section 12-3-5 that would grant relief from the bulk regulations of the R-3 district, as well as the fence regulations:

**CONSIDER  
VACATING  
PORTIONS OF  
EXECUTIVE WAY  
AND TIMES DR,  
A/K/A COMMONS  
DR FOR THE  
HALSTON MARKET  
DEVELOPMENT  
PROPOSED AT 1050  
E OAKTON ST, 1050  
E OAKTON ST,  
1000-1100  
EXECUTIVE WAY,  
AND 1555 TIMES DR**  
Ordinance  
M-14-22

**CONSIDER**  
**APPROVING A**  
**REDEVELOPMENT**  
**AGREEMENT**  
**(HALSTON**  
**MARKET**  
**DEVELOPMENT -**  
**1050 E OAKTON ST,**  
**1000-1100**  
**EXECUTIVE WAY,**  
**AND 1555 TIMES**  
**DR)**  
**Resolution**  
**R-73-22**

- Minimum lot area: Seventy-nine units are proposed with a lot area of 923 square feet, and 46 units are proposed at 1,038 square feet. The proposed lot area for each unit includes only the livable space inside the building and a small landscaped front yard. All other area in the development (e.g. open space, private drives, stormwater basin) is allocated not to dwelling units but instead to the development overall. The minimum lot area per dwelling unit pursuant to Section 12-7-2.J is 2,800 square feet.
- Maximum fence height: Pursuant to Section 12-8-2.A., the maximum height of a residential fence is 6 feet. As labeled on the Final PUD Plat, the petitioner proposes segments of 8 feet where 6 feet is the maximum, namely at the north lot line. The change from six to eight feet was suggested first by the PZB and subsequently required by the City Council. An eight-foot fence is allowable along the eastern border to screen the residential use (the townhouses) from the back of the Oak Leaf Commons shopping center.

*Building Design and Elevations*

The Building Design Review requirement under Section 12-3-11 would apply. The petitioner's final submittal is unchanged from the preliminary approval. They are proposing that for the elevations that face public streets, the primary material is face brick on all three stories with projections of complementary vinyl. Elevations that would not face public streets contain face brick only on the ground floor, and where garage doors are shown, the brick is interrupted.

*Landscaping, Screening, and Lighting*

The petitioner submitted a Final Landscape Plan that appears to conform with the requirements of Chapter 12-10 of the Zoning Ordinance. For example, building foundation landscaping is installed at the bases of the buildings, shade trees are interspersed throughout common areas and open space, and at lot lines where required – particularly at the north lot line where the development abuts a single-family neighborhood. The petitioner has also submitted a photometric plan that shows how light will be contained within the borders of the development.

*Streets and Access*

The petitioner proposes that most of the north-south portion of Executive Way – where it connects to Oakton and borders the post office – would remain a public street. However, at a point just south of the existing curve, the petitioner would construct a new east-west private drive, labeled as Bogart Street, and demolish the existing east-west segment of Executive Way. This requires a vacation of approximately 29,000 square feet. Similarly, a portion of Times Drive (approximately 10,600 square feet) would also be vacated and become a private drive, retaining the name Times Drive; however, the southernmost 185 linear feet of Times, which provides access to businesses on the east side of the street, would remain public. This final submittal includes a fire truck turning radius diagram to ensure access to the various buildings and units.

The Illinois Department of Transportation (IDOT) has jurisdiction over the Oakton Street right-of-way. Given existing signalized intersections at Lee Street and Webster Lane (1,600 feet apart), an additional signalized intersection in front of the development will not be warranted. Consequently, without a traffic signal in front of the development, pedestrian activity will be confined to the sidewalk on the north side of Oakton before reaching a marked crossing, approximately 700-800 feet in each direction (three-to-five-minute walk for an able-bodied person). However, the development includes a pedestrian opening to accommodate walking to shopping at the east lot line, near the detention pond.

*Construction Schedule and Phasing Plan*

The petitioner has submitted a construction (land development) schedule as required by Section 12-3-5.H. of the Zoning Ordinance, as well as a Phasing Plan. These are incorporated as exhibits to the approving ordinance for the final PUD and subdivision. In summary, the petitioner intends to separate construction into two phases: Phase I and Phase II. The Phase I

area is illustrated as the southern half of the development, nearer to Oakton Street, where 10 buildings (56 units) are planned. However, as part of Phase I, the petitioner would complete mass earthwork for the entire site – both the illustrated Phase I and II areas – including digging the detention basin and implementing the grading components of the stormwater drainage plan. The Phase II area is illustrated to cover the northern 13 buildings, or 69 units. The Phasing Plan illustrates the timing of various improvements, such as the installation of underground utilities (e.g. water mains and storm sewers), as well as the construction or construction/reconstruction of private drives and public streets. Phase I has a projected end date of October 2022, with Phase II in October 2023. However, the petitioner notes: “Building starts will commence subject to sales absorption and seasonal construction limitations.” Per the Zoning Ordinance, the petitioner has an 18-month period of flexibility on the dates in the construction schedule before the City Council may re-evaluate the final PUD approval.

#### *Final Plat of Subdivision*

The PZB approved and the City Council reinforced approval of a Tentative Plat of Subdivision in 2021 to resubdivide the subject property from the existing eight lots to 131: 125 for each individual townhouse units plus six lots for land under common/homeowners’ association ownership. The area of each townhouse lot will vary from 923 square feet (interior units) to 1,038 square feet (end units), necessitating a PUD exception for minimum lot area (2,800 square feet in the R-3 district).

The Final Plat aligns with the Tentative Plat to show the following existing easements and building lines: (i) a 13-foot Public Utility Easement and 20-foot building line on both sides of Executive Way throughout the development; (ii) a 13-foot Public Utility Easement and 20-foot building line on both sides of Times Drive throughout the development; (iii) a 20-foot building line along Oakton Street on the south side of the lot; (iv) a ten-foot electric and telephone easement and 24-foot ingress, egress, and driveway easement behind the commercial development on the south side of the lot; (v) a 23-foot public utility easement along the existing drive aisle east of the proposed detention area; (vi) a 15-foot public utility easement along the east property line of the development; and (vii) a five-foot public utility easement located along the north property line of the development. The Final Plat grants public utility easements to each of the six lots of record that would function as common elements for the development (e.g. private drive and alley areas and open spaces), as well as a stormwater detention area easement to Lot 503, which is the detention basin. Finally, the Plat labels the portions of current Executive Way and Times Drive that are proposed to be vacated, upon which portions the development layout relies.

#### *Public Improvements and Final Engineering*

Under Section 13-3-1 of the Subdivision Regulations, the petitioner is required to improve adjacent rights-of-way. The City will require Executive Way, on the western boundary of the development and next to the Post Office, to be reconstructed to standards established in the Regulations. The City will also require Times Drive to be reconstructed to the same standards, and the petitioner will be bound to certain construction/reconstruction of adjacent underground infrastructure such as water mains and sewers.

The petitioner has provided the City Engineer with an estimated cost of public improvements, and the City Engineer has concurred. This estimate serves as the basis for a performance security in the form of a letter of credit, with the City named as the beneficiary, that amounts to 125 percent of the total estimated cost. In addition, a 10 percent maintenance warranty is to be held for 18 months upon completion of the work to secure safe and satisfactory operation of the improvements. The Public Works and Engineering Department has expressed approval for the petitioner’s submittal and the estimated cost of improvements. Final construction design approval of external agencies such as IDOT and the Metropolitan Water Reclamation District of Greater Chicago (MWRD) will be necessary in the building permitting and construction phase.

*Private Open Space and Recreation; Parkland Dedication Fee-in-Lieu*

The petitioner is proposing two private open space areas to serve residents. First, they propose an approximately 14,000-square-foot central plaza area, just south of Building 22. A steel shelter gazebo with seating is intended to serve as the focal point for the plaza. Also proposed is an approximately 10,000-square-foot north-south-oriented green space with a mix of trees and grassy space between Buildings 8 and 9 (west) and Buildings 4 and 5 (east). In general, the project is envisioned to have passive open space instead of actively programmed recreation such as playgrounds, ball fields and courts, or fitness equipment.

For residential developments at the proposed scale, Chapter 13-4 of the Subdivision Regulations requires parkland dedication to a public agency (i.e. park district) and/or fee-in-lieu. The rationale is the development adds residents and therefore increases demand for public parks. The proposed project does not contain a land dedication for a public park, which instead amounts to fee-in-lieu obligation. Per the calculation prescribed by Section 13-4-4, there are 296 projected residents, which leads to a parkland obligation of 1.63 acres, equivalent to a fee-in-lieu of \$325,804.60. However, Section 13-4-2.A allows for on-site private open space to reduce the fee-in-lieu, in the form of credits, at the decision of the City Council if the proposed open space is determined to meet the expectations of that Section. The petitioner is requesting two credits: one for the central plaza area, amounting to \$63,989.90, and another for the north-south green space, which credit amounts to \$46,193.76. Section 13-4-2 invites a recommendation regarding the requests from the public body to receive the fee-in-lieu or dedication, which in this case is the Des Plaines Park District. A memo from the executive director supports granting both of the requested credits, reducing the fee-in-lieu amount to \$215,620.95. This amount is subject to the Council's final approval and is written into the ordinance approving the Final Plat of Subdivision (Z-9-22) and the resolution approving the redevelopment agreement (R-73-22).

*Vacation of Public Streets (Plat of Vacation), Private Streets*

The petitioner will seek vacations of public streets. Based on an appraisal report from JMS Appraisal Group, the value of the total vacation area is \$32,000. The southernmost approximately 185 linear feet of Times Drive is not proposed to be vacated. Nonetheless, this segment of street will be reconstructed, and the redevelopment agreement will require the future homeowners' association to be responsible for yearly maintenance activities such as snow removal and leaf collection.

The City maintains an Address Assignment Policy, to which new proposed private drives must conform, per 13-2-5 of the Subdivision Regulations. The petitioner proposes within the development 11 private drive names to which addresses would be assigned. The most current list, which is not reflected in the current submittal is Bogart Street, Blaine Street, Cooper Street, Denny Way, Dock Street, Wren Road, Girard Avenue, Phinney Lane, Renton Avenue, Slade Way, and Tolt Avenue. Staff has reviewed the proposed names against a master existing street name list and does not have concerns about redundancy or confusion.

Although the project does not yet have a street numbering designation, at the time of official address assignment (during construction, pre-occupancy) unit address numbers will be given in accordance with the Des Plaines city grid number system. For reference, the Oakton-Lee intersection is 1200 East and 1600 South. Per the addressing policy, each unit will have its own address number. Finally, the Address Assignment policy requires compliance with the 2015 International Fire Code and International Residential Code, which dictate minimum sizes, location, and legibility of address numbers.

The PZB voted 6-0 to recommend to the City Council approval with conditions for a Conditional Use for a Final Plat of PUD and Final Plat of Subdivision. If the City Council chooses to recommend approval/approval with modifications, the PZB and staff recommend approval be subject to the following (conditions are included in approving Ordinance Z-9-22):

1. Within 30 days after the adoption of this Ordinance, the Petitioner must execute a redevelopment agreement between the Petitioner and the City, in substantially the form approved by the City Council pursuant to Resolution R-73-22. The development, use, operation, and maintenance of the Subjection Property shall at all times comply with all terms, conditions, restrictions, and provisions of the Redevelopment Agreement.
2. Petitioner will reconstruct the City-owned portions of Executive Way and Times Drive north of Oakton Street in accordance with and pursuant to the Final Plat of Planned Unit Development and the Redevelopment Agreement.
3. All governing documents, including the Homeowners' Association Declaration and Bylaws for the Proposed Development, covenants, conditions, and restrictions, or operating reciprocal easement agreements, must be submitted to and approved by the City's General Counsel prior to the recording of the Final Plat of Subdivision.
4. The Petitioner must provide to the City the performance security pursuant to and in accordance with the Redevelopment Agreement.
5. The final construction drawings may need to be amended to comply with the requirements of approval from external agencies or to address life safety/structural review comments during the building permit process.

Resident Trish Conaghan asked for clarification on if there will be sufficient parking for the proposed Metra station.

Mayor Goczkowski confirmed sufficient parking will be included in possible future plans for a Metra station on Oakton Street.

A representative from M/I Homes spoke on behalf of the development.

Mayor Goczkowski asked the representative for clarification of their vision for the outdoor space.

Alderman Zadrozny asked for clarification from the City Manager regarding the fee-in-lieu amount and timeline.

Alderman Oskerka asked the representative if the fence along the property line will be part of Phase 1 or Phase 2.

Resident William Spyrison asked for clarification regarding the retention basin.

Moved by Lysakowski, seconded by Oskerka, to Approve First Reading of Ordinance Z-9-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR FINAL PLANNED UNIT DEVELOPMENT, FINAL PLAT OF PLANNED UNIT DEVELOPMENT, FINAL PLAT OF SUBDIVISION, AND CERTAIN ZONING EXCEPTIONS FOR 1050 EAST OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DRIVE (CASE #22-002-FPUD-FPLAT-VAC).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Advanced to Second Reading by Moylan, seconded by Lysakowski, to Adopt the Ordinance Z-9-22, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR FINAL PLANNED UNIT DEVELOPMENT, FINAL PLAT OF PLANNED UNIT DEVELOPMENT, FINAL PLAT OF SUBDIVISION, AND CERTAIN ZONING

EXCEPTIONS FOR 1050 EAST OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DRIVE (CASE #22-002-FPUD-FPLAT-VAC).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Moved by Chester, seconded by Zadrozny, to Approve First Reading of Ordinance M-14-22, AN ORDINANCE VACATING PORTIONS OF EXECUTIVE WAY AND TIMES DRIVE, A/K/A COMMONS DRIVE FOR THE HALSTON MARKET DEVELOPMENT PROPOSED AT 1050 E OAKTON STREET, 1050 EAST OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DRIVE.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Advanced to Second Reading by Chester, seconded by Oskerka, to Adopt the Ordinance M-14-22, AN ORDINANCE VACATING PORTIONS OF EXECUTIVE WAY AND TIMES DRIVE, A/K/A COMMONS DRIVE FOR THE HALSTON MARKET DEVELOPMENT PROPOSED AT 1050 E OAKTON STREET, 1050 EAST OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DRIVE.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

Moved by Chester, seconded by Moylan, to Approve the Resolution R-73-22, A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT (HALSTON MARKET DEVELOPMENT - 1050 EAST OAKTON STREET, 1000-1100 EXECUTIVE WAY, AND 1555 TIMES DRIVE).

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny, Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**PUBLIC WORKS** - Alderman Moylan, Chair

**CONSIDER  
AMENDING  
PROVISIONS OF  
CHAPTER 2 OF  
TITLE 5 OF THE  
DES PLAINES CITY  
CODE REGARDING  
WASTE  
COLLECTION**

Director of Public Works and Engineering Oakley reviewed a memorandum dated March 24, 2022.

The current City Code 5-2-3, only allows refuse service for multi-family dwellings of four (4) units or less. The new text for this section will allow for properties greater than four (4) units to be part of the Franchise Agreement. The change to section 5-2-7 clarifies the language for the City’s contractor to bill each customer on quarterly basis. Consistent with the above, section 5-2-12 only allows recycling service for multi-family dwellings of four (4) units or less. The new text for this section will allow for properties greater than four (4) units to be part



**Ordinance  
M-15-22**

of the Franchise Agreement.

Staff recommends approval of Ordinance M-15-22.

Moved by Moylan, seconded by Lysakowski, to Approve First Reading of Ordinance M-15-22, AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 2 OF TITLE 5 OF THE DES PLAINES CITY CODE REGARDING WASTE COLLECTION.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**CONSIDER  
AMENDING  
SECTION 8-1-11 OF  
THE CITY CODE  
REGARDING THE  
REMOVAL OF  
SNOW AND ICE  
FROM PUBLIC  
RIGHTS OF WAY  
Ordinance  
M-10-22**

Director of Public Works and Engineering Oakley reviewed a memorandum dated March 25, 2022.

At the March 21, 2022 City Council meeting, the City Council requested further amendment to Section 8-1-11 of the City Code regarding the removal of snow and ice from adjacent public rights of way in commercial areas.

The current City Code 8-1-11, allows the City to charge the owner, lessee, tenant or occupant an amount sufficient to defray the entire cost of any work performed to remove snow/ice from public rights of way in commercial areas, plus a twenty five percent (25%) administrative fee.

The amended ordinance clarifies that the accumulation of snow over 2” in depth will be as determined by the National Weather Service at O’Hare International Airport. In addition, a minimum mobilization fee of \$250 is added if the City or its contractor performs the snow/ice removal. Finally, the penalty section has been revised to reflect fixed fine amounts of \$250 for the first offense, \$500 for the second offense, and \$750 for the third offense.

Staff recommends approval of Ordinance M-10-22, amending Section 8-1-11 of the City Code regarding the removal of snow and ice from adjacent public rights of way in commercial areas.

Resident William Spyrison asked if this fee is for residential properties.

Mayor Goczkowski clarified the fee is for commercial properties not in compliance of City Code.

Alderman Smith asked who will be monitoring the enforcement.

Moved by Moylan, seconded by Oskerka, to Approve First Reading of Ordinance M-10-22, AN ORDINANCE AMENDING SECTION 8-1-11 OF THE CITY OF DES PLAINES CITY CODE REGARDING THE REMOVAL OF SNOW AND ICE FROM PUBLIC RIGHTS OF WAY.

Upon roll call, the vote was:

AYES: 7 - Lysakowski, Moylan, Oskerka, Zadrozny,  
Chester, Smith, Ebrahimi

NAYS: 0 - None

ABSENT: 1 - Brookman

Motion declared carried.

**OTHER MAYOR/  
ALDERMAN  
COMMENTS FOR**

Mayor Goczkowski recommended residents who are interested in how the City makes decisions to go to the City’s website and look at the Strategic Plan.

**THE GOOD OF THE ORDER**

**ADJOURNMENT**

Moved by Chester, seconded by Oskerka, to adjourn the meeting. The meeting adjourned at 8:35 p.m.

\_\_\_\_\_  
Jessica M. Mastalski – City Clerk

APPROVED BY ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
Andrew Goczkowski, MAYOR



**PUBLIC WORKS AND  
ENGINEERING DEPARTMENT**

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5390  
desplaines.org

**MEMORANDUM**

Date: April 12, 2022

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works & Engineering

Subject: Bid Award - 2022 Capital Improvement Program (CIP) Contract A -Stormwater Improvements

**Issue:** Bids for the 2022 CIP Stormwater Improvements, Contract A were opened on April 7, 2022.

**Analysis:** The scope of work includes installation of new storm sewer box culverts, water main and water services, repairs and replacement of miscellaneous storm and sanitary sewers, pavement or pavement and base replacement, replacement or construction of new curb and gutter, driveway apron replacement, replacement or construction of new sidewalk, regrading of parkways, and miscellaneous landscaping restoration at the following locations:

LOCATION	LIMITS	ACTIVITY
Beau Dr	Dulles to Lance	Storm Sewer, Resurface
Cindy Lane	Forest to Lincoln	Storm Sewer, Rehabilitation
Debra Dr	Lillian to Beau	Storm Sewer, Rehabilitation
Forest Ave	Earl to Fifth	Storm Sewer, Rehabilitation
Sandy Ln	Lillian to Beau	Storm Sewer, Rehabilitation
Westmere Rd	Lillian to Beau	Storm Sewer, Rehabilitation

Following are the bid results:

BIDDER	BID AMOUNT
Swallow Construction Corporation	\$8,332,479.82
John Neri Construction Company, Inc	\$8,430,659.07
MQ Construction, Inc	\$8,690,211.81
Bolder Contractors, Inc	\$8,870,031.98
DiMeo Brothers, Inc	\$10,868,579.00
Benchmark Construction	\$10,888,224.73

The Engineer's Estimate was \$8,735,164.00.

We have reviewed all references and previous contract experience within the size and scope of this project for Swallow Construction and found them to be favorable. Swallow Construction has submitted a tentative schedule that considers their existing work and proposed work for this year and demonstrates it can complete the project within the contractual period. We have thoroughly vetted the low bidder due to the complexity, size and timeframe of this project. Our design consultant, Christopher B. Burke Engineering also has evaluated the low bid and has provided a recommendation that is attached.

**Recommendation:** References supplied by Swallow Construction Corp. are favorable. We recommend award of the 2022 CIP Contract A - Stormwater Improvements project to Swallow Construction Corporation, 490 Topsoil Dr., West Chicago, IL 60185 in the amount of \$8,332,479.82. Funding source would be the Grant Funded Project and Capital Projects Fund.

**Attachments:**

Attachment 1 - Bid Tabulation

Attachment 2 – CBBEL Recommendation

Resolution R-82-22

Exhibit A - Contract



County: Cook Date: 4/7/2022  
 Local Agency: Des Plaines Time: 10:00 AM  
 Section: 2022 CIP - CONTRACT A - STORMWATER IMPROVEMENTS  
 Estimate: \$8,735,164.00

				Name of Bidder: Swallow Construction		John Neri Construction		MQ Construction		Bolder Contractors		DiMeo Brothers		Benchmark Construction					
				Address of Bidder: 490 Topsoil Drive, West Chicago, IL		770 Factory Rd, Addison, IL		4323 N. Central Ave, Chicago, IL		316 Cary Point Drive, Cary, IL 60013		720 Richard Ln, Elk Grove, IL		2260 Southwind Blvd, Bartlett, IL					
Attended By: Jon Duddles				Terms:															
Approved Engineer's Estimate																			
Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
85	SANITARY SEWER, 8" PVC	FOOT	616	\$80.00	\$49,280.00	\$68.50	\$42,196.00	\$80.00	\$49,280.00	\$132.00	\$81,312.00	\$150.00	\$92,400.00	\$100.00	\$61,600.00	\$105.00	\$64,680.00		\$0.00
86	SANITARY SEWER SERVICE, 6" PVC	FOOT	275	\$80.00	\$22,000.00	\$31.75	\$8,731.25	\$60.00	\$16,500.00	\$132.00	\$36,300.00	\$75.00	\$20,625.00	\$80.00	\$22,000.00	\$113.00	\$31,075.00		\$0.00
87	SANITARY SEWER TEE WYE FITTING, PVC 8"X6"	EACH	89	\$500.00	\$44,500.00	\$3,500.00	\$311,500.00	\$150.00	\$13,350.00	\$500.00	\$44,500.00	\$300.00	\$26,700.00	\$700.00	\$62,300.00	\$319.00	\$28,391.00		\$0.00
88	SANITARY SEWER LATERAL, PVC FITTINGS, BENDS 6"	EACH	100	\$100.00	\$10,000.00	\$46.00	\$4,600.00	\$75.00	\$7,500.00	\$300.00	\$30,000.00	\$65.00	\$6,500.00	\$200.00	\$20,000.00	\$50.00	\$5,000.00		\$0.00
89	SANITARY SEWER LATERAL, DIP FITTINGS, BENDS 6"	EACH	77	\$500.00	\$38,500.00	\$265.00	\$20,405.00	\$350.00	\$26,950.00	\$375.00	\$28,875.00	\$270.00	\$20,790.00	\$500.00	\$38,500.00	\$290.00	\$22,330.00		\$0.00
90	SANITARY SEWER LATERAL, DIP FITTINGS, SLEEVE 6"	EACH	38	\$500.00	\$19,000.00	\$130.50	\$4,959.00	\$10.00	\$380.00	\$400.00	\$15,200.00	\$300.00	\$11,400.00	\$500.00	\$19,000.00	\$299.00	\$11,362.00		\$0.00
91	18" DIP CASING PIPE	FOOT	20	\$200.00	\$4,000.00	\$300.00	\$6,000.00	\$175.00	\$3,500.00	\$500.00	\$10,000.00	\$150.00	\$3,000.00	\$250.00	\$5,000.00	\$250.00	\$5,000.00		\$0.00
92	12" DIP CASING PIPE	FOOT	180	\$125.00	\$22,500.00	\$107.75	\$19,395.00	\$130.00	\$23,400.00	\$350.00	\$63,000.00	\$100.00	\$18,000.00	\$135.00	\$24,300.00	\$150.00	\$27,000.00		\$0.00
93	4" DIP CASING PIPE	FOOT	1000	\$60.00	\$60,000.00	\$36.20	\$36,200.00	\$58.00	\$58,000.00	\$255.00	\$255,000.00	\$52.00	\$52,000.00	\$100.00	\$100,000.00	\$60.00	\$60,000.00		\$0.00
94	LOCATING UNDERGROUND UTILITY	EACH	11	\$1,500.00	\$16,500.00	\$1,200.00	\$13,200.00	\$100.00	\$1,100.00	\$700.00	\$7,700.00	\$1,500.00	\$16,500.00	\$400.00	\$4,400.00	\$1,000.00	\$11,000.00		\$0.00
95	CONSTRUCTION LAYOUT	L. SUM	1	\$50,000.00	\$50,000.00	\$40,000.00	\$40,000.00	\$75,000.00	\$75,000.00	\$7,500.00	\$7,500.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00	\$33,000.00	\$33,000.00		\$0.00
96	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$100,000.00	\$100,000.00	\$475,000.00	\$475,000.00	\$397,913.00	\$397,913.00	\$83,551.00	\$83,551.00	\$457,000.00	\$457,000.00	\$400,000.00	\$400,000.00	\$82,000.00	\$82,000.00		\$0.00
97	ITEMS AS DIRECTED BY THE ENGINEER - GENERAL	DOL	50000	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00		\$0.00
98	ITEMS AS DIRECTED BY THE ENGINEER - LEAD WATER SERVICES	DOL	150000	\$1.00	\$150,000.00	\$1.00	\$150,000.00	\$1.00	\$150,000.00	\$1.00	\$150,000.00	\$1.00	\$150,000.00	\$1.00	\$150,000.00	\$1.00	\$150,000.00		\$0.00
<b>ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER</b>																			
ADD1	REMOVE AND RESET BRICK DRIVEWAY APRON	SQ YD	0	\$0.00	\$0.00	\$125.00	\$0.00	\$150.00	\$0.00	\$300.00	\$0.00	\$400.00	\$0.00	\$63.00	\$0.00	\$180.00	\$0.00		\$0.00
ADD2	TEMPORARY FENCING	FOOT	0	\$0.00	\$0.00	\$50.00	\$0.00	\$15.00	\$0.00	\$50.00	\$0.00	\$50.00	\$0.00	\$12.00	\$0.00	\$100.00	\$0.00		\$0.00
ADD3	18" RCP STORM SEWER	FOOT	0	\$0.00	\$0.00	\$200.00	\$0.00	\$160.00	\$0.00	\$600.00	\$0.00	\$450.00	\$0.00	\$150.00	\$0.00	\$500.00	\$0.00		\$0.00
ADD4	21" RCP STORM SEWER	FOOT	0	\$0.00	\$0.00	\$250.00	\$0.00	\$175.00	\$0.00	\$620.00	\$0.00	\$500.00	\$0.00	\$180.00	\$0.00	\$500.00	\$0.00		\$0.00
ADD5	PUBLIC WATER SERVICE LINE, COPPER TYPE K, 1-1/2"	FOOT	0	\$0.00	\$0.00	\$50.00	\$0.00	\$75.00	\$0.00	\$150.00	\$0.00	\$350.00	\$0.00	\$25.00	\$0.00	\$225.00	\$0.00		\$0.00
ADD6	FENCE REMOVAL AND REPLACEMENT-IN-KIND	FOOT	0	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$250.00	\$0.00	\$250.00	\$0.00	\$100.00	\$0.00	\$200.00	\$0.00		\$0.00
<b>Total Bid:</b>				<b>\$8,332,479.82</b>		<b>\$8,430,659.07</b>		<b>\$8,690,211.81</b>		<b>\$8,870,031.98</b>		<b>\$10,868,579.00</b>		<b>\$10,888,224.73</b>		<b>\$0.00</b>			
				<b>As Calculated:</b>		<b>\$8,332,479.82</b>		<b>\$8,430,659.07</b>		<b>\$8,690,211.81</b>		<b>\$8,870,031.98</b>		<b>\$10,868,579.00</b>		<b>\$10,888,224.73</b>		<b>\$0.00</b>	



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 12, 2022

City of Des Plaines  
1420 Miner Street  
Des Plaines, IL 60016

Attention: Jon Duddles, PE, CFM

Subject: 2022 Capital Improvements Program Contract A  
**Bid Results / Letter of Recommendation**  
(CBBEL Project No. 190138.00007)

Dear Mr. Duddles:

On Tuesday, April 7, 2022 at 10:00 a.m. bids were received and opened for the Capital Improvements Program Contract A. Six (6) bids were received and have been summarized below.

<u>Company</u>	<u>Bid as Read</u>
<b>Swallow Construction Corp.</b>	<b>\$8,332,479.82</b>
John Neri Construction Co., Inc.	\$8,430,659.07
MQ Construction	\$8,690,211.81
Bolder Contractors, Inc.	\$8,870,031.98
DiMeo Bros, Inc.	\$10,868,579.00
Benchmark Construction	\$10,888,224.73
Engineers Estimate	\$8,735,164.00

Swallow Construction Corp. is the apparent low responsive bidder with a bid amount of \$8,332,479.82. Christopher B Burke Engineering, Ltd. (CBBEL) has reached out to Swallow Construction’s references and reviewed their BC 57 form as well as their projected schedule for this project. Swallow Construction’s project references stated that their projects have been completed on time and within budget. Additionally, their BC 57 form shows adequate capacity to complete this work as they are only currently scheduled for \$3,556,282.00 worth of uncompleted work with an additional \$2,403,011.00 to potentially be awarded. Swallow Construction is prequalified to complete as much as \$22,062,000 worth of work. Finally, Swallow Construction has submitted a schedule for the project that shows the project being completed in the appropriate timeframe.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Lee Fell  
Vice President, Assistant Department Head Civil Engineering Design

cc: Becka Shipp – City of Des Plaines  
Kevin Betke - CBBEL



490 Topsoil Dr  
West Chicago, IL 60185  
630-512-9900

Jon Duddles, PE., CFM  
City of Des Plaines  
1420 Miner St  
Des Plaines, IL 60016

April 8, 2022

Re: 2022 Capital Improvements

Mr. Duddles,

We have included our BC 57, IDOT prequalification, equipment list, list of proposed subcontractors, and our crew breakdown. We look forward to working with the City of Des Plaines on this project, and we are confident that we will complete the project within the completion dates in the contract documents.

The list of subcontractors is subject to change due to the not having signed subcontracts in place yet. We have already begun to negotiate and define scopes. I am confident that we will have all agreements complete prior to award.

If you have any questions or concerns, please feel free to contact myself or Anthony Rendina, cell 630-417-7883.

Sincerely,

Bob Gatto,  
Vice President  
Swallow Construction  
[bob@swallowconstruction.net](mailto:bob@swallowconstruction.net)



## Des Plaines – 2022 Capital Improvements

### Proposed Subcontractors

- Asphalt Paving
  - Arrow Road Construction
    - Jon Geier – 847-472-7265
- Concrete Restoration
  - D'Land Construction
    - Joe DiFronzo – 224-678-7095
- Landscape Restoration
  - Reliable Landscaping
    - Scott Kozlowski – 815-791-6877
- Construction Layout
  - Jacobs Surveying & Engineering
    - Jonathan Jacobs – 815-482-1233
- Pavement Marking & Traffic Control
  - D2K Traffic Safety
    - Eric Holst – 630-416-9700
- Tree Removal
  - Homer Tree Service
    - Ashley Holtrop – 815-512-7019

### Proposed Suppliers

- Box Culverts
  - Welch Brothers
    - Larry Sims – 847-741-6134
- Water Main and Sewer Material
  - Mid American Water
    - Derek Dixon – 630-851-4500

Des Plaines – 2022 Capital Improvements

Owned Equipment List

2001	Excavator	JD 450
2018	Excavator	JD 350LG
2005	Excavator	JD 330
2012	Excavator	JD 225D
2019	Excavator	Komatsu PC88MR
2014	Dozer	JD 650K
2015	Wheel Loader	JD 544K
2015	Wheel Loader	JD 624H
1999	Wheel Loader	JD 624H
1999	Wheel Loader	JD 544
1997	Combination	JD 410E
2017	Skid steer	Cat 259D
2007	Skid steer	Cat 252B
2003	Track Loader	Cat 963C
2006	Grinder	AZ360HD Asphalt Zipper
2014	Excavator	Komatsu PC170 LC-10
2001	saw wheel	Alitec Asphalt kid Street Cutter
2021	Excavator	Komatsu PC240
2013	Directional Drill	Ditch Witch JT30
2017	Gradall	Gradall
1997	Tag Trailer	Belshe Trailer
1998	Semi	Mack RD 680S
2007	Tag Trailer	Williamson Trailer
1999	Lowboy	Talbert Lowboy
2017	Tag	Talbert Tag
2021	Dump Trailer	MTM 23 EL Trailer
1999	Service Truck - Spare	Ford F350
2012	Service Truck - Enclosed	Ford F550
2017	Service Truck	Ford F350
2017	Service Truck	Ford F350
2019	Crew Truck - 1 Ton Dump	Ford F350
2019	Superintendent Truck	Ford F250
2022	Project Manager Vehicle	Ford Explorer ST

## Des Plaines – 2022 Capital Improvements

Due to the completion dates of the project we plan to use 2 sewer crews for sewer installation. We will monitor progress and adjust crews as needed. Our excavation crew and aggregate base crew will be onsite as work progresses. If needed we can add another sewer crew or go to 6 day work weeks.

### Crew Break-down

#### Sewer Crew

Foreman – 1  
Laborers – 3  
Operators – 2

#### Excavation Crew

Foreman – 1  
Operator – 1  
Laborer – 1

#### Directional Drill Crew

Operator / Foreman – 1  
Laborer – 1

#### Aggregate Base Crew

Operator – 2  
Laborer – 1

#### Gradall Crew

Operator – 1  
Laborer – 1



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Swallow Construction Corporation  
490 Topsoil Dr. WEST CHICAGO, IL 60185

Contractor No 5866

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

001	EARTHWORK	\$1,925,000
012	DRAINAGE	\$10,500,000

\_\_\_\_\_ \$22,062,000.00

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/29/2021 TO 4/30/2022 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/29/2021.

*Tom Miller*

Engineer of Construction



**Affidavit of Availability**  
For the Letting of 04/20/22



Bureau of Construction  
2300 South Dirksen Parkway/Room 322  
Springfield, IL 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	Awards Pending	Accumulated Totals
Contract Number	2201	2202	2203	2204	2205	
Contract With	City of Aurora	City of Elmhurst	Lake County Pw	Geneva Constru	Green Oaks	
Estimated Completion Date	05/13/22	06/24/22	06/17/22	09/02/22		
Total Contract Price	\$2,218,704	\$1,011,833	\$388,033	\$858,512	\$908,119	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$824,156	\$577,462	\$388,033		\$908,119	\$2,697,770
Uncompleted Dollar Value if Firm is the Subcontractor				\$858,512		\$858,512
Total Value of All Work						\$3,556,282

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	\$45,506	\$2,065	\$10,550		\$47,611	\$105,732
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage	\$404,764	\$403,832	\$241,094	\$858,512	\$494,809	\$2,403,011
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
Totals	\$450,270	\$405,897	\$251,644	\$858,512	\$542,420	\$2,508,743

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	Geneva Construction	Ingstrup Paving	Ingstrup Paving		Peter Baker
Type of Work	Paving	Paving	Paving		Paving
Subcontract Price	\$303,378	\$27,600	\$26,500		\$120,826
Amount Uncompleted	\$303,378	\$27,600	\$26,500		\$120,826
Subcontractor	Geneva Construction	Chadwick Contractin	Aim For Service		Western Utility
Type of Work	Concrete	Concrete	CCDD Testing		Directional Drilling
Subcontract Price	\$16,530	\$7,955	\$4,250		\$125,110
Amount Uncompleted	\$16,530	\$7,955	\$4,250		\$125,110
Subcontractor	Western Utility	Western Utility	Western Utility		
Type of Work	Directional Boring	Directional Boring	Directional Boring		Landscaping
Subcontract Price	\$34,425	\$215,248	\$92,789		\$40,801
Amount Uncompleted	\$34,425	\$114,455	\$92,789		\$40,801
Subcontractor	JE Landworks	Conin Contracting	Reliable Landscapin		Jacobs Surveying
Type of Work	Landscaping	Landscaping	Landscaping		Layout
Subcontract Price	\$7,800	\$7,355	\$4,800		\$5,450
Amount Uncompleted		\$7,355	\$4,800		\$5,450
Subcontractor	D2K	D2K	Jacobs Surveying		Traffic Control
Type of Work	Pavement Marking	Pavement Marking	Layout		
Subcontract Price	\$5,375	\$3,850	\$3,600		\$67,012
Amount Uncompleted	\$5,375	\$3,850	\$3,600		\$67,012
Subcontractor	D2K	D2K	Work Zone Safety		
Type of Work	Traffic Control	Traffic Control	Traffic Control		Traffic Control
Subcontract Price	\$28,355	\$8,900	\$4,450		\$3,500
Amount Uncompleted	\$14,178	\$8,900	\$4,450		\$3,500
Subcontractor		Pipe View			
Type of Work		Sewer Televising			Pavement Marking
Subcontract Price		\$1,450			\$3,000
Amount Uncompleted		\$1,450			\$3,000
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
<b>Total Uncompleted</b>	<b>\$373,886</b>	<b>\$171,565</b>	<b>\$136,389</b>		<b>\$365,699</b>

**Notary**

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Officer or Director

Anthony Rendina

Title

President

Signature

*Anthony Rendina*

Date

4/8/22

Company

Swallow Construction

Address

490 Topsoil Dr

City

West Chicago

State

IL

Zip Code

60185

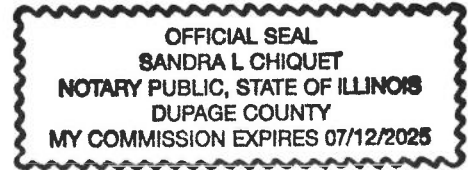
Subscribed and sworn to before me

this 8<sup>th</sup> day of April, 2022

*Sandra L Chiquet*

(Signature of Notary Public)

My commission expires 07/21/2025



(Notary Seal)

Add pages for additional contracts



## PHONE CONVERSATION LOG

DATE: April 7<sup>th</sup>, 2022

PERSON (Contacted/Calling): Brian Lovering, PE

AFFILIATION: City Infrastructure Engineer, Village of Elk Grove

PHONE NUMBER: 847-734-8800

CBBEL REPRESENTATIVE: William Loftus

PROJECT NAME/NUMBER: 2022 Capital Improvements (Cindy Forest Stormwater) /  
190318.00007  
Reference Check for Swallow Contractors

### NOTES:

#### What was your title on this project?

- Village Engineer for the Village of Elk Grove

#### Was the contractor the General Contractor or a Subcontractor?

- Swallow has been the General Contractor each time the Village has worked with them.

#### What was the type of work and approximate cost?

- The Village Capital Improvements had roughly \$35 Million in work over multiple years of which Brian estimated Swallow completed \$30 Million
- Primarily stormwater projects in the \$5-\$6 Million range

#### Was the job completed on time and within budget?

- Yes, they have not had issues working with Swallow

#### Were there any change orders? If yes, for what?

- No change orders out of the ordinary

#### Were you satisfied with the quality of work performed?

- Yes, they are on the Village's short list of "go-to" contractors per Brian.

#### Were they easy to work with? Would you recommend using them?

- Yes, absolutely.

N:\DESPLAINES\190138.00007\Admin\Phone Logs\Swallow Construction - Reference Check Phone Log #2.docx



**CHRISTOPHER B. BURKE** ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520





## PHONE CONVERSATION LOG

William called back to get additional information on the larger projects on April 11<sup>th</sup>, 2022.

### **Arthur Ave Culvert Improvements:**

**Budget:** \$5,500,000

**Scope:** Double row of proposed culverts (2400 LF) and total road reconstruction. Project also required Swallow to regrade ditches, relocate sanitary and adjust water main along with new services for both sanitary and water main.

**Location:** Primarily affected businesses.

**What was the timeframe to complete the project?** 12 months to complete (completed on time). Began in the fall to relocating the sanitary sewer and then picked back up the following April to complete the water main adjustment, culvert construction, and roadway rehabilitation.

**Was there staging throughout the project?** Multiple stages & Designated Work Zones. Per the Village, Swallow Construction did not have any issues with coordination or working in either.

N:\DESPLAINES\190138.00007\Admin\Phone Logs\Swallow Construction - Reference Check Phone Log #2.docx



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



## PHONE CONVERSATION LOG

DATE: April 8<sup>th</sup>, 2022

PERSON (Contacted/Calling): Kent Johnson, PE, CFM

AFFILIATION: City Engineer, City of Elmhurst

PHONE NUMBER: 630-530-3024 (office) / (630) 330-1363 (cell)

CBBEL REPRESENTATIVE: William Loftus

PROJECT NAME/NUMBER: Cindy Forest Stormwater / 190138.00007  
Reference Check for Swallow Construction

### NOTES:

#### What was your title on this project?

- City Engineer

#### Was the contractor the General Contractor or a Subcontractor?

- General, each time

#### What was the type of work and approximate cost?

- They have done two different stormwater projects for the City a \$2.5M project as well as a \$7.5M project

#### Was the job completed on time and within budget?

- Yes, no major issues

#### Were there any change orders? If yes, for what?

- Nothing that wasn't agreed upon by the City. In other words, nothing unusual.

#### Were you satisfied with the quality of work performed?

- Yes, "they weren't the cleanest of contractors" but the work was perfectly acceptable.

#### Were they easy to work with? Would you recommend using them?

- Yes, the City would not hesitate to work with them again. In fact, the City has them contracted to do a "decent size" force main job later this summer.

#### In the past, how many crews did they have working in the City at once?

- Kent said he knows they have "a handful of crews," but did not think they ever had more than one working in Elmhurst at one time.

N:\DESPLAINES\190138.00007\Admin\Phone Logs\Swallow Construction - Reference Check Phone Log #1.docx



**CHRISTOPHER B. BURKE** ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



## PHONE CONVERSATION LOG

William called back to get additional information on the Southwest Elmhurst Stormwater Mitigation Project on April 11<sup>th</sup>, 2022.

### **Elmhurst Stormwater Mitigation project:**

**Budget:** \$7,200,000

**Scope:** Storm sewer work (~36% of project cost), a large detention pond (28% of cost) with a pump station (10% of cost). The remainder of the project cost included primarily paving, concrete work, restoration, and mobilization / traffic control.

**Location:** All residential areas.

**What was the timeframe to complete the project?** 18 months to complete (completed on schedule)

**Was there staging throughout the project?** Multiple stages & Designated Work Zones, Swallow did not have any issue maintaining or sticking to these.

According to the BC 57 Swallow sent over, they are ~43% complete with the Force Main project they are doing in Elmhurst this year. Kent Johnson is going to get back to William to confirm this is accurate.

N:\DESPLAINES\190138.00007\Admin\Phone Logs\Swallow Construction - Reference Check Phone Log #1.docx



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

**CITY OF DES PLAINES**

**RESOLUTION R - 82 - 22**

**A RESOLUTION APPROVING AN AGREEMENT WITH SWALLOW CONSTRUCTION CORPORATION FOR THE 2022 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A, STORMWATER IMPROVEMENTS.**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, the City has appropriated funds in the Capital Projects Fund for use by the Department of Public Works and Engineering during the 2022 fiscal year for the 2022 Capital Improvement Program - Contract A, Stormwater Improvements, which includes installation of new storm sewer box culverts, water main and water services, repairs and replacement of miscellaneous storm and sanitary sewers, pavement or pavement and base replacement, replacement or construction of new curb and gutter, driveway apron replacement, replacement or construction of new sidewalk, regrading of parkways, and miscellaneous landscaping restoration at certain locations (collectively, "**Work**"); and

**WHEREAS**, pursuant to Chapter 10 of Title 1 of the of the City of Des Plaines City Code and the City purchasing policy, the City solicited bids for the procurement of the Work; and

**WHEREAS**, the City received six bids, which were opened on April 7, 2022; and

**WHEREAS**, Swallow Construction Corporation ("**Contractor**") submitted the lowest responsible bid in the not-to-exceed amount of \$8,332,479.82; and

**WHEREAS**, the City desires to enter into a contract with Contractor for the performance of the Work in the not-to-exceed amount of \$8,332,479.82 ("**Agreement**"); and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Contractor;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

**SECTION 2: APPROVAL OF AGREEMENT.** The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

**SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT.** The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Agreement only after receipt by the City Clerk of at least one executed copy of the Agreement from Contractor; provided, however, that if the City Clerk does not receive one executed copy of the Agreement from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the City Council, be null and void.

**SECTION 4: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**PASSED** this \_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
**MAYOR**

Approved as to form:

ATTEST:

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**Peter M. Friedman, General Counsel**

**CITY OF DES PLAINES**



**CONTRACT FOR THE CONSTRUCTION OF  
2022 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A  
STORMWATER IMPROVEMENTS**

Prepared By

Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road Suite 600  
Rosemont, IL 60018

Prepared For  
CITY OF DES PLAINES  
PUBLIC WORKS AND ENGINEERING DEPARTMENT  
1420 MINER STREET/NORTHWEST HIGHWAY  
DES PLAINES, ILLINOIS 60016

**CITY OF DES PLAINES  
 CONTRACT FOR THE CONSTRUCTION OF  
 2022 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A**

**TABLE OF CONTENTS**

		<u>Page</u>
<b>ARTICLE I</b>	<b>The Work .....</b>	<b>1</b>
	1.1 Performance of the Work .....	1
	1.2 Commencement and Completion Dates .....	2
	1.3 Required Submittals .....	2
	1.4 Review and Interpretation of Contract Provisions .....	3
	1.5 Conditions at the Work Site; Record Drawings .....	3
	1.6 Technical Ability to Perform.....	4
	1.7 Financial Ability to Perform.....	4
	1.8 Time.....	4
	1.9 Safety at the Work Site.....	4
	1.10 Cleanliness of the Work Site and Environs .....	5
	1.11 Damage to the Work, the Work Site, and Other Property .....	5
	1.12 Subcontractors and Suppliers .....	5
	1.13 Simultaneous Work By Others .....	6
	1.14 Occupancy Prior to Final Payment.....	6
	1.15 Owner’s Right to Terminate or Suspend Work for Convenience .....	6
<b>ARTICLE II</b>	<b>Changes And Delays.....</b>	<b>7</b>
	2.1 Changes .....	7
	2.2 Delays.....	7
<b>ARTICLE III</b>	<b>Contractor’s Responsibility For Defective Work .....</b>	<b>7</b>
	3.1 Inspection; Testing; Correction of Defects.....	7
	3.2 Warranty of Work.....	8
	3.3 Owner’s Right to Correct .....	8
<b>ARTICLE IV</b>	<b>Financial Assurances.....</b>	<b>9</b>
	4.1 Bonds.....	9
	4.2 Insurance.....	9
	4.3 Indemnification.....	9
<b>ARTICLE V</b>	<b>Payment.....</b>	<b>9</b>
	5.1 Contract Price .....	9
	5.2 Taxes and Benefits .....	10

5.3	Progress Payments .....	10
5.4	Final Acceptance and Final Payment .....	10
5.5	Liens .....	11
5.6	Deductions .....	12
<b>ARTICLE VI</b>	<b>Disputes And Remedies.....</b>	<b>12</b>
6.1	Dispute Resolution Procedure .....	12
6.2	Contractor’s Remedies .....	13
6.3	Owner’s Remedies.....	13
6.4	Owner’s Special Remedy for Delay .....	14
6.5	Terminations and Suspensions Deemed for Convenience .....	15
<b>ARTICLE VII</b>	<b>Legal Relationships And Requirements .....</b>	<b>15</b>
7.1	Binding Effect .....	15
7.2	Relationship of the Parties.....	15
7.3	No Collusion/Prohibited Interests .....	15
7.4	Assignment .....	16
7.5	Confidential Information .....	16
7.6	No Waiver .....	16
7.7	No Third Party Beneficiaries.....	16
7.8	Notices .....	16
7.9	Governing Laws .....	17
7.10	Changes in Laws.....	17
7.11	Compliance with Laws .....	17
7.12	Compliance with Patents .....	18
7.13	Time.....	19
7.14	Severability.....	19
7.15	Entire Agreement.....	19
7.16	Amendments.....	19

**Contractor’s Certification**

- Attachment 1:** Schedule of Prices
- Attachment 2:** Supplemental Schedule of Contract Terms
- Attachment 3:** Specifications
- Attachment 4:** List of Drawings
- Attachment 5:** Special Project Requirements



**CITY OF DES PLAINES**  
**CONTRACT FOR THE CONSTRUCTION OF**  
**2022 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“*Owner*”), and Swallow Construction Corporation, 490 Topsoil Dr., West Chicago, IL 60185, an Illinois coporation (“*Contractor*”), make this Contract as of April 18, 2022, and hereby agree as follows:

**ARTICLE I: THE WORK**

**1.1 Performance of the Work**

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment 1, in accordance with the specifications attached hereto as Attachment 2, the drawings identified in the list attached hereto as Attachment 4, and the Special Project Requirements attached hereto as Attachment 5.
2. Permits. Except as otherwise provided in Attachment 2, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and

expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

## **1.2 Commencement and Completion Dates**

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment 2 and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment 2. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

## **1.3 Required Submittals**

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide three complete sets for each Required Submittal. All Required Submittals, except drawings, must be prepared on white 8-1/2” x 11”. Two blueline prints and one sepia transparency of each drawing must be provided. All drawings must be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

#### **1.4 Review and Interpretation of Contract Provisions**

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment 4, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

#### **1.5 Conditions at the Work Site; Record Drawings**

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment 2 or the drawings identified in Attachment 3.

#### **1.6 Technical Ability to Perform**

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### **1.7 Financial Ability to Perform**

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

#### **1.8 Time**

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

#### **1.9 Safety at the Work Site**

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement applies continuously and is not limited to normal working hours.

Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

#### **1.10 Cleanliness of the Work Site and Environs**

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

#### **1.11 Damage to the Work, the Work Site, and Other Property**

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

#### **1.12 Subcontractors and Suppliers**

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work

performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “Contractor” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

### **1.13 Simultaneous Work By Others**

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

### **1.14 Occupancy Prior to Final Payment**

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor’s duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor’s provision, performance, or completion of the Work.

### **1.15 Owner’s Right to Terminate or Suspend Work for Convenience**

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or

pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

## **ARTICLE II: CHANGES AND DELAYS**

### **2.1 Changes**

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

### **2.2 Delays**

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

## **ARTICLE III: CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

### **3.1 Inspection; Testing; Correction of Defects**

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened

by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

### **3.2 Warranty of Work**

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment 2 or Attachment 5 to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment 2 or Attachment 5 requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

### **3.3 Owner's Right to Correct**

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.



## ARTICLE IV: FINANCIAL ASSURANCES

### 4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

### 4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment 2. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment 2.

### 4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of it elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

## ARTICLE V: PAYMENT

### 5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment 2, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set

forth in Attachment 2 (the “*Contract Price*”), subject to any additions, deductions, or withholdings provided for in this Contract.

## **5.2 Taxes and Benefits**

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

## **5.3 Progress Payments**

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment 2 (“*Progress Payments*”).

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner (“*Pay Request*”). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor’s certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor’s certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner’s obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

## **5.4 Final Acceptance and Final Payment**

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection (“*Notice of Completion*”). Contractor’s Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract (“*Punch List Work*”).

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

## 5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

## **5.6 Deductions**

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

# **ARTICLE VI: DISPUTES AND REMEDIES**

## **6.1 Dispute Resolution Procedure**

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction,

interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

## **6.2 Contractor's Remedies**

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

## **6.3 Owner's Remedies**

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or

recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

#### **6.4 Owner's Additional Remedy for Delay**

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment 2, as well as any additional damages caused by such delay.

## **6.5 Terminations and Suspensions Deemed for Convenience**

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

## **ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS**

### **7.1 Binding Effect**

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

### **7.2 Relationship of the Parties**

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

### **7.3 No Collusion/Prohibited Interests**

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

#### **7.4 Assignment**

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

#### **7.5 Confidential Information**

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

#### **7.6 No Waiver**

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

#### **7.7 No Third Party Beneficiaries**

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

#### **7.8 Notices**

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.



Notices and communications to Owner must be addressed to, and delivered at, the following address:

City of Des Plaines	<u>with a copy to:</u>
1420 Miner Street	Elrod Friedman, LLP
Des Plaines, Illinois 60016	325 North La Salle Street, Suite 450
Attention: City Manager	Chicago, Illinois 60654
	Attention: Peter Friedman

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

Swallow Construction Corporation  
490 Topsoil Dr.  
West Chicago, Illinois 60185

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

## **7.9 Governing Laws**

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

## **7.10 Changes in Laws**

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

## **7.11 Compliance with Laws**

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification,

including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit to the Illinois Department of Labor certified payrolls on a monthly basis, in accordance with Section 5 of the Act, and furnish a copy of the receipt to the City of Des Plaines. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the City and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

## **7.12 Compliance with Patents**

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required

to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

### **7.13 Time**

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

### **7.14 Severability**

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

### **7.15 Entire Agreement**

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

### **7.16 Amendments**

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

**CITY OF DES PLAINES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SWALLOW CONSTRUCTION CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )        SS

CONTRACTOR’S CERTIFICATION

Anthony Rendina, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “*Patriot Act*”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: \_\_\_\_\_, 20\_\_.

Swallow Construction Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to before me on \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(SEAL)

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION OF  
2022 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A  
  
BID PACKAGE**

BIDDER'S PROPOSAL

Full Name of Bidder Swallow Construction Corp. ("Bidder")

Principal Office Address 490 Topsoil Dr, West Chicago, IL 60185

Local Office Address Same as above

Contact Person Anthony Rendina Telephone 630-512-9900

TO: City of Des Plaines ("Owner")  
1420 Miner Street  
Des Plaines, IL 60016  
Attention: City Clerk

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

**1. Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for *the installation of sanitary sewer, watermain, reinforced concrete box culverts, storm sewers, water and sanitary service relocations, concrete curb and gutter, sidewalk and driveways, road reconstruction and landscape restoration in accordance with plans provided by Christopher B. Burke Engineering, Ltd.*; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly

provided in Attachment 2 to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

## 2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

### SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

\$ \_\_\_\_\_

FORCE ACCOUNT OPTION. All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2016, without limitation to "extra work." Contractor shall be paid in installments as provided in the Contract. Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

City of DesPlaines

2022 Capital Improvement Program Contract A - Stormwater Improvements

Schedule of Prices

No.	Description	Unit	Qty	Unit Price	Cost
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	151	\$28.00	\$4,228.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	887	\$30.00	\$26,610.00
3	TREE TRUNK PROTECTION	EACH	69	\$135.00	\$9,315.00
4	TREE ROOT PRUNING	EACH	13	\$140.00	\$1,820.00
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY YD	802	\$27.00	\$21,654.00
6	GRANULAR EMBANKMENT, SPECIAL	CU YD	802	\$32.00	\$25,664.00
*	7 TRENCH BACKFILL	CU YD	13809	\$45.00	\$621,405.00
8	GEOTECH FABRIC FOR GROUND STABILIZATION	SQ YD	14661	\$3.20	\$46,915.20
*	9 TOPSOIL FURNISH AND PLACE, 4"	SQ YD	9635	\$6.25	\$60,218.75
*	10 SODDING	SQ YD	9635	\$6.75	\$65,036.25
11	INLET FILTERS	EACH	67	\$175.00	\$11,725.00
*	12 AGGREGATE BASE COURSE, TYPE B, 8"	SQ YD	5292	\$10.60	\$56,095.20
13	PREPARATION OF BASE	SQ YD	14583	\$1.65	\$24,061.95
14	AGGREGATE BASE REPAIR	TON	1297	\$22.00	\$28,534.00
*	15 TEMPORARY AGGREGATE, CA-6	TON	672	\$25.00	\$16,800.00
16	BITUMINOUS MATERIALS (TACK COAT)	POUND	6898	\$0.01	\$68.98
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 4"	TON	3284	\$77.35	\$254,017.40
18	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 2"	TON	1717	\$92.65	\$159,080.05
*	19 PAVEMENT REMOVAL, 14"	SQ YD	11601	\$16.00	\$185,616.00
20	HMA SURFACE REMOVAL, 6"	SQ YD	2934	\$6.00	\$17,604.00
*	21 HMA SURFACE REMOVAL, VARIABLE DEPTH, 1"-3"	SQ YD	833	\$6.00	\$4,998.00
*	22 SIDEWALK REMOVAL	SQ FT	23450	\$1.40	\$32,830.00
*	23 DETECTABLE WARNINGS	SQ FT	590	\$35.75	\$21,092.50
*	24 PORTLAND CEMENT CONCRETE SIDEWALK, 4 INCH (SPECIAL)	SQ FT	23450	\$8.30	\$194,635.00
*	25 REINFORCEMENT BARS, EPOXY COATED	FOOT	1500	\$1.65	\$2,475.00
*	26 DRIVEWAY PAVEMENT REMOVAL AND PCC REPLACEMENT 6"	SQ YD	2631	\$85.00	\$223,635.00
*	27 HMA DRIVEWAY SURFACE COURSE REMOVAL AND REPLACEMENT	SQ YD	148	\$70.00	\$10,360.00
*	28 COMB. CONC. CURB&GUTTER REMOVAL AND REPLACEMENT, VAR. TYP	FOOT	9700	\$39.00	\$378,300.00
29	CLASS D PATCHES, TYPE II, 6"	SQ YD	50	\$100.00	\$5,000.00
*	30 BITUMINOUS RAMP IN DRIVEWAY	TON	215	\$130.00	\$27,950.00
*	31 TEMP PAVT PATCH	TON	60	\$267.00	\$16,020.00
*	32 STRUCTURE TO BE REMOVED	EACH	56	\$500.00	\$28,000.00
*	33 MH, CB, VV TO BE ADJUSTED WITH NEW FRAME AND LID	EACH	10	\$690.00	\$6,900.00
*	34 MH, CB, VV TO BE RECONSTRUCTED WITH NEW FRAME AND LID	EACH	1	\$2,010.00	\$2,010.00
*	35 SANITARY MANHOLE TO BE ADJUSTED WITH NEW FRAME AND LID	EACH	2	\$1,350.00	\$2,700.00
*	36 SEWER REMOVAL, ALL DIAMETERS, SPECIAL	FOOT	2808	\$9.00	\$25,272.00
37	STORM SEWER, CLASS A, TYPE 1, 12" (RCP)	FOOT	23	\$76.18	\$1,752.14
38	STORM SEWER, CLASS A, TYPE 1, 15" (RCP)	FOOT	4	\$354.00	\$1,416.00
39	STORM SEWER, CLASS A, TYPE 1, 24" (RCP)	FOOT	15	\$160.00	\$2,400.00
*	40 STORM SEWER, WATERMAIN QUALITY, 8 INCH	FOOT	18	\$326.60	\$5,878.80
*	41 STORM SEWER, WATERMAIN QUALITY, 12 INCH	FOOT	349	\$235.50	\$82,189.50
*	42 STORM SEWER, WATERMAIN QUALITY, 16 INCH	FOOT	27	\$160.25	\$4,326.75
*	43 CATCH BASINS, TYPE A, 4'DIA., ROUND FRAME, OPEN LID	EACH	1	\$5,000.00	\$5,000.00
*	44 CATCH BASINS, TYPE C,ROUND FRAME, OPEN LID	EACH	11	\$2,010.00	\$22,110.00
*	45 CATCH BASINS, TYPE C,CURB FRAME, GRATE	EACH	32	\$1,900.00	\$60,800.00
*	46 MANHOLES, TYPE A, 4'-DIAMETER, ROUND FRAME, CLOSED LID	EACH	7	\$2,600.00	\$18,200.00
*	47 INLETS, TYPE A, BEEHIVE GRATE	EACH	2	\$3,000.00	\$6,000.00
*	48 INLETS, TYPE A, CURB FRAME AND GRATE	EACH	6	\$1,400.00	\$8,400.00
*	49 PRECAST REINFORCED CONCRETE BOX CULVERT, 8' X 3'	FOOT	2331	\$600.00	\$1,398,600.00
*	50 PRECAST REINFORCED CONCRETE BOX CULVERT, 10' X 4'	FOOT	2049	\$850.00	\$1,741,650.00
*	51 FIELD CONCRETE CORE, BOX CULVERT	EACH	8	\$2,400.00	\$19,200.00
*	52 JUNCTION CHAMBER 1	LSUM	1	\$65,000.00	\$65,000.00
*	53 JUNCTION CHAMBER 2	LSUM	1	\$65,000.00	\$65,000.00
*	54 JUNCTION CHAMBER 3	LSUM	1	\$65,000.00	\$65,000.00
*	55 JUNCTION CHAMBER 4	LSUM	1	\$85,000.00	\$85,000.00
*	56 TYPE 1 FRAME, INSTALL ON BOX CULVERT	EACH	24	\$2,000.00	\$48,000.00
*	57 SIGN PANEL, TYPE 1	SQ FT	177	\$58.00	\$10,266.00



City of Des Plaines  
 2022 Capital Improvement Program Contract A - Stormwater Improvements  
 Schedule of Prices

No.	Description	Unit	Qty	Unit Price	Cost
58	REMOVE SIGN PANEL ASSEMBLY- TYPE A	EACH	58	\$30.00	\$1,740.00
59	RELOCATE SIGN PANEL ASSEMBLY-TYPE A	EACH	1	\$200.00	\$200.00
* 60	TELESCOPING STEEL SIGN SUPPORT	FOOT	570	\$12.25	\$6,982.50
61	THERMOPLASTIC PVMT. MARKING LINE, 6-INCH	FOOT	644	\$3.85	\$2,479.40
62	THERMOPLASTIC PVMT. MARKING LINE, 12-INCH	FOOT	240	\$7.65	\$1,836.00
63	THERMOPLASTIC PVMT. MARKING LINE, 24-INCH	FOOT	174	\$15.00	\$2,610.00
* 64	FIRE HYDRANTS TO BE REMOVED	EACH	2	\$190.00	\$380.00
* 65	FIRE HYDRANTS AND AUXILIARY VALVE	EACH	2	\$8,500.00	\$17,000.00
* 66	WATER SERVICE CURB BOXES TO BE ADJUSTED	EACH	36	\$240.00	\$8,640.00
* 67	PUBLIC WATER SERVICE LINE, HDPE CTS SDR 9, 1-1/2",	FOOT	780	\$12.00	\$9,360.00
* 68	WATER SERVICE SADDLE, 1 1/2 INCH	EACH	26	\$2,000.00	\$52,000.00
* 69	CORPORATION STOP, 1 1/2 INCH	EACH	26	\$233.00	\$6,058.00
* 70	CURB STOP, 1 1/2 INCH	EACH	26	\$366.50	\$9,529.00
* 71	CURB BOX, 1 1/2 INCH	EACH	26	\$88.00	\$2,288.00
* 72	DIP WATER MAIN CLASS 52, 6"	FOOT	180	\$406.00	\$73,080.00
* 73	DIP WATER MAIN CLASS 52, 8"	FOOT	40	\$400.00	\$16,000.00
* 74	WATER MAIN C900 PVC 8", DIRECTIONAL DRILLED	FOOT	785	\$170.00	\$133,450.00
* 75	STORM SEWER C900 PVC 8" DIRECTIONAL DRILLED	FOOT	140	\$185.00	\$25,900.00
* 76	WATERMAIN FITTINGS, RESTRAINED JOINT	POUND	3960	\$6.00	\$23,760.00
* 77	VALVE VAULTS, 4'-DIA WITH 8" GATE VALVE, TY 1 FRAME, CLOSED LID	EACH	2	\$4,000.00	\$8,000.00
* 78	ADJUSTING WATER SERVICE LINES	FOOT	1140	\$95.75	\$109,155.00
* 79	ABANDON EXISTING VALVE AND VAULT	EACH	1	\$362.20	\$362.20
* 80	SANITARY MANHOLE, TYP A, 4'-DIA, NEW FRAME, CLOSED LID	EACH	8	\$5,000.00	\$40,000.00
* 81	SANITARY SEWER, 8" PVC REMOVE AND REPLACE	FOOT	2396	\$75.00	\$179,700.00
* 82	SANITARY SEWER, 12" PVC REMOVE AND REPLACE	FOOT	30	\$94.00	\$2,820.00
* 83	SANITARY SEWER SERVICE REMOVE AND REPLACE, 6"PVC	FOOT	400	\$25.20	\$10,080.00
* 84	SANITARY SEWER SERVICE REMOVE AND REPLACE, 6"DIP	FOOT	2280	\$31.60	\$72,048.00
* 85	SANITARY SEWER, 8" PVC	FOOT	616	\$68.50	\$42,196.00
* 86	SANITARY SEWER SERVICE, 6" PVC	FOOT	275	\$31.75	\$8,731.25
* 87	SANITARY SEWER TEE WYE FITTING, PVC 8"x6"	EACH	89	\$3,500.00	\$311,500.00
* 88	SANITARY SEWER LATERAL, PVC FITTINGS, BENDS 6"	EACH	100	\$46.00	\$4,600.00
* 89	SANITARY SEWER LATERAL, DIP FITTINGS, BENDS 6"	EACH	77	\$265.00	\$20,405.00
* 90	SANITARY SEWER LATERAL, DIP FITTINGS, SLEEVE 6"	EACH	38	\$130.50	\$4,959.00
* 91	18" DIP CASING PIPE	FOOT	20	\$300.00	\$6,000.00
* 92	12" DIP CASING PIPE	FOOT	180	\$107.75	\$19,395.00
* 93	4" DIP CASING PIPE	FOOT	1000	\$36.20	\$36,200.00
* 94	LOCATING UNDERGROUND UTILITY	EACH	11	\$1,200.00	\$13,200.00
* 95	CONSTRUCTION LAYOUT	L. SUM	1	\$40,000.00	\$40,000.00
* 96	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$475,000.00	\$475,000.00
* 97	ITEMS AS DIRECTED BY THE ENGINEER - GENERAL	DOL	50000	\$1.00	\$50,000.00
* 98	ITEMS AS DIRECTED BY THE ENGINEER - LEAD WATER SERVICES	DOL	150000	\$1.00	\$150,000.00

ITEMS TO BE FURNISHED AND CONSTRUCTED ONLY IF REQUESTED IN WRITING BY THE ENGINEER

* ADD1	REMOVE AND RESET BRICK DRIVEWAY APRON	SQ YD	0	\$125.00	\$0.00
ADD2	TEMPORARY FENCING	FOOT	0	\$50.00	\$0.00
ADD3	18" RCP STORM SEWER	FOOT	0	\$200.00	\$0.00
ADD4	21" RCP STORM SEWER	FOOT	0	\$250.00	\$0.00
* ADD5	PUBLIC WATER SERVICE LINE, COPPER TYPE K, 1-1/2",	FOOT	0	\$50.00	\$0.00
* ADD6	FENCE REMOVAL AND REPLACEMENT-IN-KIND	FOOT	0	\$100.00	\$0.00

\*Incidentates Special Provision

TOTAL BID \$8,332,479.82

B. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**COMPLETE SCHEDULE OF PRICES  
IN ATTACHMENT 1**

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE (write in numbers only):

\$ 8,332,479.82

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to *[insert description of lump sum work]*, the total sum of (write in numbers only):

\$ \_\_\_\_\_

(2) For providing, performing, and completing all Work related to *[insert description of unit price work]*, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

**COMPLETE TABLE AS INDICATED**

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____

<u>Unit Price Item</u>	<u>Unit</u>	Approximate Number of <u>Units</u>	<u>Price</u> <u>Per Unit</u>	<u>Extension</u>
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) (write in numbers only):

\$ \_\_\_\_\_ *729*

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

**3. Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment 2 to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment 2 to the Contract.

**4. Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

**5. Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11 and that Bidder has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish on request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

**6. Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

**7. Bid Security**

Bidder herewith tenders a Cashier’s Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder’s Proposals for 5 percent of Bidder’s Price Proposal (“*Bid Security*”).

**8. Owner’s Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor’s Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or five percent of Bidder’s Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

**9. Owner’s Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder’s Proposals, reserves the right to accept or reject any item of any Bidder’s Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

**10. Bidder’s Obligations**

In submitting this Bidder’s Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED: April 7th, 2022.

Bidder

By:

Title: Anthony Rendina - President

Attest

By:

Title: Robert Gatto - Vice President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that [insert full name and address of bidder here:]

Swallow Construction Corporation, 490 Topsoil Drive, West Chicago, IL 60185
as Principal (hereinafter called the "Bidder"), and [insert full name and address of surety here:]

Old Republic Surety Company, P. O. Box 1635, Milwaukee, WI 53201-1635
as surety, a corporation organized and existing under the laws of the State of Wisconsin

(hereinafter called the "Surety"), are held and firmly bound unto City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016 as the obligee (hereinafter called the "Owner") in the full and just sum of \$Five Percent Amount Bid-(5% of Bid)for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Bidder has submitted a Bid dated April 7, 2022, to the Owner titled "2022 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A." (the "Bid"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Bidder timely submits all additional information that is required of it, and if the Bid is accepted by the Owner, then the Bidder shall (1) timely submit all the bonds and all the certificates and policies of insurance required of it, (2) timely execute the Contract, in the form included in the bound Bid Documents, and all other required documentation related to the Contract, and (3) in all other respects perform the agreement created by the Owner's acceptance of the Bid, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety under this bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept the Bid, and the Surety does hereby waive notice of any such extension.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Bidder in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 7th day of April 2022.

Attest/Witness:
By: Robert Gatto
Title: Robert Gatto - Vice President

PRINCIPAL Swallow Construction Corporation
By: Anthony Rendina
By: Anthony Rendina - President

Attest/Witness:
By: [Signature]
Title: Witness

SURETY Old Republic Surety Company
By: [Signature]
By: James I. Moore - Attorney-in-fact

State of Illinois  
County of DuPage

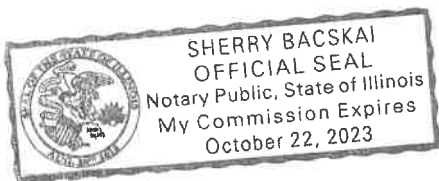
**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Sherry Bacskai **Notary Public of** DuPage **County, in the State of** Illinois ,

**do hereby certify that** James I. Moore **Attorney-in-Fact, of the** Old Republic Surety

Company **who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the**  
Old Republic Surety Company **for the uses and purposes therein set forth.**

**Given under my hand and notarial seal at my office in the City of** Downers Grove **in**  
**said County, this** 7th **day of** April , 2022 .



A handwritten signature in black ink, appearing to read "Sherry Bacskai", written over a horizontal line.

**Notary Public** Sherry Bacskai

**My Commission expires:** October 22, 2023



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

James I. Moore

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

Execution Date: April 7, 2022

### ALL WRITTEN INSTRUMENTS

Principal: Swallow Construction

Obligee: Corporation City of Des Plaines

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 21st day of July, 2021.

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY  
Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 21st day of July, 2021, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2022  
(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 7th day of April, 2022.

Karen J. Haffner  
Assistant Secretary





April 4, 2022

Swallow Construction Corp.  
Attn: Tony Rendina  
490 Topsoil Drive  
West Chicago, IL 60185

Please be advised that we will be able to provide insurance as required in the contract documents for the City of Des Plaines (2022 Capital Improvement Program-Contract A Stormwater Improvements) if the job is awarded to the above insured.

Any questions, feel free to contact our office. Thank you!

A handwritten signature in black ink that reads "K. J. Scanlon".

Kevin J. Scanlon, agent

KJS:mh

**CITY OF DES PLAINES  
 CONTRACT FOR THE CONSTRUCTION OF  
 2022 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A  
 BID PACKAGE**

BIDDER’S SWORN ACKNOWLEDGEMENT

Anthony Rendina (“Deponent”), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder’s Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder’s Proposal and that the statements contained in its Bidder’s Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

**1. Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Swallow Construction Corp..

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Anthony Rendina</u>	<u>490 Topsoil Dr, West Chicago, IL 60185</u>
Vice President	<u>Robert Gatto</u>	<u>490 Topsoil Dr, West Chicago, IL 60185</u>
Secretary	<u>Anthony Rendina</u>	<u>490 Topsoil Dr, West Chicago, IL 60185</u>
Treasurer	<u>Anthony Rendina</u>	<u>490 Topsoil Dr, West Chicago, IL 60185</u>

**2. Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**3. Individual**

Bidder is an individual as follows:

Full name: \_\_\_\_\_

Residence address: \_\_\_\_\_

Business address: \_\_\_\_\_

If operating under a trade or assumed name that name is: \_\_\_\_\_

**4. Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ( )	_____
_____ ( )	_____
_____ ( )	_____

2022 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED: April 7th, 20 22.

Bidder

By: Anthony Rendina

Title: Anthony Rendina - President

Attest

By: Robert Gatto

Title: Robert Gatto - Vice President

Subscribed and Sworn to before me on April 7th, 20 22.

Sandra L Chiquet  
Notary Public

My commission expires: July 12, 20 25



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**

**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION OF  
2022 CAPITAL IMPROVEMENT PROGRAM – CONTRACT A  
BID PACKAGE**

BIDDER’S SWORN WORK HISTORY STATEMENT

Anthony Rendina (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder’s Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

**1. Nature of Business**

State the nature of Bidder’s business: General Contractor, Underground Utility Contractor

**2. Composition of Work**

During the past three years, Bidder’s work has consisted of:

<u>    </u> % Federal	<u>95</u> % As Contractor	<u>75</u> % Bidder’s Forces
<u>90</u> % Other Public	<u>  5</u> % As Subcontractor	<u>10</u> % Subcontractors
<u>10</u> % Private		<u>15</u> % Materials

**3. Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business:   44   years

2022 CAPITAL IMPROVEMENT PROGRAM – CONTRACT A

**WORK HISTORY STATEMENT**

**4. Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

**5. Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
Illinois	Corporation	51892577	Perpetual
_____	_____	_____	_____

**6. Related Experience**

To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least five (5) similar projects equal or greater in capacity which the Bidder has successfully completed within the past ten (10) years:

<u>Issuing Agency</u>	<u>Project Description and Type of Work Performed by Bidder</u>	<u>Year Complete</u>	<u>Reference Name and Phone No.</u>	<u>General Contractor</u>	<u>Contract Value</u>
_____	_____	_____	_____	_____	_____

**See Attached**

**Note: Bid will be considered "Non-Responsive" if the above experience listing, qualifications and requirements are not fulfilled.**

2022 CAPITAL IMPROVEMENT PROGRAM – CONTRACT A

WORK HISTORY STATEMENT

DATED: April 7th, 2022.

Bidder  
By: Anthony Rendina

Attest  
By: Robert Gatto

Title: Anthony Rendina - President

Title: Robert Gatto - Vice President

Subscribed and Sworn to before me on April 7th, 2022.

Sandra L. Chiquet  
Notary Public

My commission expires: July 12<sup>th</sup>, 2025



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,  
FOR SIGNATURE REQUIREMENTS**



490 Topsoil Drive  
West Chicago, IL 60185

**Projects**

Project Name	Owner	Description	Engineer	Telephone	Contract	Completed
Arthur Ave Culvert Improvements	Village of Elk Grove Village	Install double row of 7x5 box culvert and total road reconstruction	Brian Lovering, P.E. Chief Infrastructure Engineer, Village of Elk Grove Village	847-734-8800	\$ 5,555,555.55	2017
Crescent & Cambridge Ave Stormwater Improvements	City of Elmhurst	Install Sluice Gate, pond excavation, large diameter storm installation, and total road reconstruction	Kent Johnson P.E., CFM City Engineer, City of Elmhurst	630-530-3024	\$ 2,108,151.25	2017
Ditch Improvements - Tonne Road to Busse Road	Village of Elk Grove Village	Install large diameter sewer and total road reconstruction	Brian Lovering, P.E. Chief Infrastructure Engineer, Village of Elk Grove Village	847-734-8800	\$ 2,198,119.00	2019
Southwest Elmhurst Stormwater Mitigation - Phase 1	City of Elmhurst	Install Lift station, pond excavation, large diameter storm installation, and total road reconstruction	Kent Johnson P.E., CFM City Engineer, City of Elmhurst	630-530-3024	\$ 7,192,208.45	2020
Culvert Improvements - Louis Ave	Village of Elk Grove Village	Install 6x4 box culvert, large diameter storm, and total road reconstruction	Brian Lovering, P.E. Chief Infrastructure Engineer, Village of Elk Grove Village	847-734-8800	\$ 3,044,714.61	2020
Circle Avenue Sewer Separation Project	Village of Forest Park	Install large diameter sewer, junction chambers, and total road reconstruction	Jim Amelio, Brad Bahn, Christopher B. Burke Engineering	847-823-0500	\$ 3,679,628.31	2021



**CITY OF DES PLAINES  
CONTRACT FOR THE CONSTRUCTION OF  
2022 CAPITAL IMPROVEMENT PROGRAM - CONTRACT A  
  
BID PACKAGE**

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
("Contractor")

FROM: City of Des Plaines  
1420 Miner Street  
Des Plaines, Illinois 60016  
("Owner")

On \_\_\_\_\_, 20\_\_, Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated \_\_\_\_\_, 20\_\_, in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for *the installation of sanitary sewer, watermain, reinforced concrete box culverts, storm sewers, water and sanitary service relocations, concrete curb and gutter, sidewalk and driveways, road reconstruction and landscape restoration in accordance with plans provided by Christopher B. Burke Engineering, Ltd.*; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment 2 to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

**OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.**

The Contract will be finalized and executed on \_\_\_\_\_, 20\_\_, at the above listed office of Owner. The Contract will be executed by Owner provided that all conditions precedent to finalization have been satisfied. Contractor must have complied with all conditions precedent to finalization set forth in Section 15 of the General Instructions to Bidders included in the Bid Package, on or before this date.

The failure or refusal to comply with the conditions precedent to finalization on or before the Finalization Date or to execute the Contract on the Finalization Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED: \_\_\_\_\_, 20\_\_  
**CITY OF DES PLAINES**

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title



FINANCE DEPARTMENT

1420 Miner Street  
Des Plaines, IL 60016  
P: 847.391.5300  
desplaines.org

MEMORANDUM

Date: April 6, 2022  
To: Michael G. Bartholomew, City Manager  
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance  
Subject: Resolution R-80-22, April 18, 2022 Warrant Register

**Recommendation:** I recommend that the City Council approve the April 18, 2022 Warrant Register Resolution R-80-22.

Warrant Register.....\$2,495,384.96

**Estimated General Fund Balance**  
Balance as of 02/28/2022: \$26,425,087  
*Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1<sup>st</sup> & 2<sup>nd</sup> installments of property tax revenue.*

**CITY OF DES PLAINES**

**RESOLUTION**

**R-80-22**

**Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.**

**April 18, 2022**

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
1	4160	Real Estate Transfer Tax	8610 Jarosz, Amanda S	Refund 03/30/22 Real Estate Transfer Tax Refund - Sale Canceled 03/30/2022	280.00
2	4160	Real Estate Transfer Tax	8611 Verback, Susan	Refund 03/30/22 Real Estate Transfer Tax Refund - Sale Canceled 03/30/2022	180.00
3	4400	Building Permits	8607 Fire Pros Restoration Services	03/22/2022 Permit Canceled- Permit # 21- 01200152	306.75
<b>Total 00 - Non Departmental</b>					<b>766.75</b>

<b>Elected Office</b>					
<b>Division: 110 - Legislative</b>					
4	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21025 Mayor's Annual Address 03/17/2022 - 13 Attendees	120.00
5	6015	Communication Services	1552 Verizon Wireless	9901778766 Communication Services 02/14-03/13/2022	423.30
<b>Total 110 - Legislative</b>					<b>543.30</b>

<b>City Clerk</b>					
<b>Division: 120 - City Clerk</b>					
6	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21054 Mayor's Annual Address 03/17/2022 - 2 Attendees	30.00
7	6000	Professional Services	8197 American Legal Publishing Corporation	15535 Codify Ordinances Per Agreement; Supplement S-6 03/16/2022	1,622.00
8	6015	Communication Services	1552 Verizon Wireless	9901778766 Communication Services 02/14-03/13/2022	42.33
9	6100	Publication of Notices	1050 Journal & Topics Newspapers	187521 Legal Notice - 2022 Asphalt Milling and Repairs 03/23/2022	86.55
10	6100	Publication of Notices	1050 Journal & Topics Newspapers	187522 Legal Notice - 2022 Pavement Markings 03/23/2022	95.21
11	6100	Publication of Notices	1069 Paddock Publications Inc	210593 Legal Notice - Lake Opeka Storm Water Pump Station 03/07/2022	33.75
12	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001136630 Shredding Services 02/04- 02/18/2022	55.77
<b>Total 120 - City Clerk</b>					<b>1,965.61</b>

<b>Total 10 - Elected Office</b>					<b>2,508.91</b>
----------------------------------	--	--	--	--	-----------------

<b>City Administration</b>					
<b>Division: 210 - City Manager</b>					
13	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21025 Mayor's Annual Address 03/17/2022 - 13 Attendees	30.00

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
14	6009	Legal Fees - Admin Hearings/Prosecutions	1735 Cohen Law Firm PC	03-22	Administrative Hearings 3/3, 3/15, 3/18, 2022	900.00
15	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	22-06	Legal Fees 03/04-03/22/2022	1,035.00
16	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	42.33
17	7000	Office Supplies	1644 Warehouse Direct Inc	5193372-0	Batteries	15.79
<b>Total 210 - City Manager</b>					<b>2,023.12</b>	

<b>Division: 230 - Information Technology</b>						
18	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21025	Mayor's Annual Address 03/17/2022 - 13 Attendees	30.00
19	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	297.43
20	6300	R&M Software	1168 TKB Associates Inc	14479	Laserfiche Maintenance 3/17/22 - 3/17/23	11,930.00
21	6305	R&M Equipment	8399 Park Place Technologies LLC	PUSA10090053434	Server Maint Cont - Power Edge R320 & R510 - April 2022	64.00
22	7320	Equipment < \$5,000	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	1,339.92
23	8005	Computer Hardware	1035 Dell Marketing LP	10569576647	15 Dell Laptops	17,550.00
24	8005	Computer Hardware	1035 Dell Marketing LP	10569594862	4 Dell Laptops	6,280.00
<b>Total 230 - Information Technology</b>					<b>37,491.35</b>	

<b>Division: 240 - Media Services</b>						
25	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21025	Mayor's Annual Address 03/17/2022 - 13 Attendees	60.00
26	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	205.33
27	6195	Miscellaneous Contractual Services	2511 EarthChannel	9734	Web Streaming Services 3/15/22-3/14/23	7,495.00
28	7200	Other Supplies	1801 Petty Cash	Finance 04/18/22	Replenish Petty Cash 08/11-12/14/2021	17.32
<b>Total 240 - Media Services</b>					<b>7,777.65</b>	

<b>Division: 250 - Human Resources</b>						
29	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21025	Mayor's Annual Address 03/17/2022 - 13 Attendees	30.00
30	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-02/22	Fingerprint Background Check Services Feb 2022	56.50
31	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	42.33

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
32	6100	Publication of Notices	1485 ILCMA - IL City/County Management Assoc	3459 Media Services Director Job Ad 03/17 - 4/14/2022	50.00
33	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001136630 Shredding Services 02/04-02/18/2022	55.77
34	7200	Other Supplies	2016 Signarama	42802 Nameplate for HR Generalist 03/21/2022	46.25
<b>Total 250 - Human Resources</b>					<b>280.85</b>

<b>Total 20 - City Administration</b>	<b>47,572.97</b>
---------------------------------------	------------------

<b>Department: 30 - Finance</b>					
35	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21025 Mayor's Annual Address 03/17/2022 - 13 Attendees	30.00
36	6015	Communication Services	1552 Verizon Wireless	9901778766 Communication Services 02/14-03/13/2022	103.61
37	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001136630 Shredding Services 02/04-02/18/2022	55.77
38	7000	Office Supplies	1066 Office Depot	234947742001 Banker Boxes, Electric Stapler & Cups	39.49
39	7000	Office Supplies	1644 Warehouse Direct Inc	5196581-0 3 Cartons of Copy Paper	163.86
40	7200	Other Supplies	1066 Office Depot	234947742001 Banker Boxes, Electric Stapler & Cups	116.01
41	7320	Equipment < \$5,000	1066 Office Depot	234947742001 Banker Boxes, Electric Stapler & Cups	53.32
<b>Total 30 - Finance</b>					<b>562.06</b>

<b>Community Development</b>					
<b>Division: 410 - Building &amp; Code Enforcement</b>					
42	6000	Professional Services	6315 B&F Construction Code Services Inc	58606 Plan Review 03/17/2022 Project # 1125371	928.00
43	6015	Communication Services	1552 Verizon Wireless	9901778766 Communication Services 02/14-03/13/2022	554.70
44	7000	Office Supplies	1644 Warehouse Direct Inc	5201582-0 1 Dish Soap, 1 Pack Sponge, 1 pack Paper Plates, 1 Pack Tape	21.75
45	7200	Other Supplies	1644 Warehouse Direct Inc	5201582-0 1 Dish Soap, 1 Pack Sponge, 1 pack Paper Plates, 1 Pack Tape	27.13
46	7200	Other Supplies	1801 Petty Cash	Finance 04/18/22 Replenish Petty Cash 08/11-12/14/2021	9.99
<b>Total 410 - Building &amp; Code Enforcement</b>					<b>1,541.57</b>

<b>Division: 420 - Planning &amp; Zoning</b>					
47	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21054 Mayor's Annual Address 03/17/2022 - 2 Attendees	30.00

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
48	5325	Training	1801 Petty Cash	Finance 04/18/22 Replenish Petty Cash 08/11-12/14/2021	19.75
49	6015	Communication Services	1552 Verizon Wireless	9901778766 Communication Services 02/14-03/13/2022	68.34
50	6110	Printing Services	1801 Petty Cash	Finance 04/18/22 Replenish Petty Cash 08/11-12/14/2021	13.98
51	7000	Office Supplies	1801 Petty Cash	Finance 04/18/22 Replenish Petty Cash 08/11-12/14/2021	4.00
<b>Total 420 - Planning &amp; Zoning</b>					<b>136.07</b>

<b>Division: 430 - Economic Development</b>					
52	6015	Communication Services	1552 Verizon Wireless	9901778766 Communication Services 02/14-03/13/2022	32.33
<b>Total 430 - Economic Development</b>					<b>32.33</b>

<b>Total 40 - Community Development</b>					<b>1,709.97</b>
---	--	--	--	--	-----------------

<b>Public Works &amp; Engineering</b>					
<b>Division: 100 - Administration</b>					
53	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21025 Mayor's Annual Address 03/17/2022 - 13 Attendees	30.00
54	6015	Communication Services	1552 Verizon Wireless	9901778766 Communication Services 02/14-03/13/2022	99.46
<b>Total 100 - Administration</b>					<b>129.46</b>

<b>Division: 510 - Engineering</b>					
55	6015	Communication Services	1552 Verizon Wireless	9901778766 Communication Services 02/14-03/13/2022	246.34
56	6110	Printing Services	1233 Press Tech Inc	49168 Envelopes & Paper - Residential Mailing 03/21/2022	2,205.00
<b>Total 510 - Engineering</b>					<b>2,451.34</b>

<b>Division: 530 - Street Maintenance</b>					
57	5325	Training	1252 NIPSTA	32953060 Snow Plow Training - 2 Street Operators - 10/26/2022	250.00
58	6015	Communication Services	1552 Verizon Wireless	9901778766 Communication Services 02/14-03/13/2022	379.98
59	6195	Miscellaneous Contractual Services	8471 Dura Bilt Fence Company II Inc	13537 Safety Railing Install - River & Elk - 03/16/2022	750.00
60	6195	Miscellaneous Contractual Services	1367 Meade Inc	699249 EVP/Opticom Repairs - Ballard & Bender - 01/25/2022	853.00
61	6195	Miscellaneous Contractual Services	1367 Meade Inc	699250 EVP/Opticom Repairs - Wolf & Howard - 01/25/2022	1,705.00
62	6195	Miscellaneous Contractual Services	1367 Meade Inc	699251 EVP/Opticom Repairs - Mannheim & Touhy - 01/25/2022	1,673.00

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
63	6195	Miscellaneous Contractual Services	1367 Meade Inc	699252	EVP/Opticom Repairs - Algonquin & Mt Prospect - 01/25/2022	520.00
64	6195	Miscellaneous Contractual Services	1367 Meade Inc	699859	Opticom Repair - Oakton & Mt. Prospect - 03/17/2022	2,495.00
65	6195	Miscellaneous Contractual Services	1367 Meade Inc	699860	Opticom Repair - Oakton & River Rd - 03/17/2022	1,846.00
66	6325	R&M Street Lights	1044 H&H Electric Co	38661	Streetlight Repairs - Algonquin & River Rd - 02/11/2022	393.73
67	7000	Office Supplies	1644 Warehouse Direct Inc	5198030-0	Label Tape & Dry Erase Markers	50.22
68	7000	Office Supplies	1644 Warehouse Direct Inc	C5198030-0	Returned Label Tape - PW	(37.04)
69	7020	Supplies - Safety	1520 Russo Power Equipment	SPI11003967	2 Replacement Helmets - Forestry Crew Leaders	229.98
70	7030	Supplies - Tools & Hardware	1085 Alexander Equipment Company Inc	186391	U-Bolt Kit, Saw, & Sling for Morbark Chipper	170.58
71	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI10994988	Handheld Blower	223.00
72	7035	Supplies - Equipment R&M	1057 Menard Incorporated	94257	2X10 Lumber	18.25
73	7055	Supplies - Street R&M	1527 Sherwin-Williams Company, The	0728-1	Spray Paint for Chipper - PW 5040	59.03
74	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	111062	200 Aluminum Sign Blanks	1,990.00
75	7055	Supplies - Street R&M	8244 Des Plaines Ace Hardware	1834	Staples - Sign Postings	13.49
76	7055	Supplies - Street R&M	8244 Des Plaines Ace Hardware	1866	Spray Paint for Safety/Reverse Bar on Chipper	29.65
77	7055	Supplies - Street R&M	1527 Sherwin-Williams Company, The	7222-3	Returned Spray Paint - PW 5040	(34.76)
78	7055	Supplies - Street R&M	1057 Menard Incorporated	94987	Building Material - Blank Sign Storage Unit	2,460.97
79	7055	Supplies - Street R&M	1057 Menard Incorporated	95753	Zep Odor Control & Fabuloso - Civic Deck Stairwells	77.32
80	7300	Uniforms	1580 Mighty Mites Awards Inc	16443	40 T-Shirts - PW Seasonal Employees	205.00
<b>Total 530 - Street Maintenance</b>					<b>16,321.40</b>	

Division: 535 - Facilities & Grounds Maintenance						
81	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	335.24
82	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4113661477	Mat Service - Metra Train Station - 03/16/2022	35.00



# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
83	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4114496658	Mat Service - Police Station - 03/23/2022	122.24
84	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4114496720	Mat Service - Metra Train Station - 03/23/2022	35.00
85	6315	R&M Buildings & Structures	1025 Bedco Inc	097754	Preventative Maintenance - PW Gun Range - 03/18/2022	120.00
86	6315	R&M Buildings & Structures	8262 Automatic Fire Systems Inc	2892	Fire System Repairs & Inspection - Theater - 03/19/2022	857.00
87	6315	R&M Buildings & Structures	2617 Door Systems Inc	906426	Overhead Door Repair - Civic Deck - 01/26-01/27/2022	1,060.00
88	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9532	Electric Repairs - Theater Kitchen - 12/15 & 12/22/2021	2,382.00
89	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9533	Electrical Repairs - Public Works 01/05/2022	1,792.00
90	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-55157-R8M4	Category 1 Elevator Testing Inspector Fee 03/14/2022	196.25
91	7025	Supplies - Custodial	8244 Des Plaines Ace Hardware	1865	All Purpose Cleaner, Lysol, Mop Head, Cleaner Bowl	37.74
92	7025	Supplies - Custodial	1029 Cintas Corporation	4113661424	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	143.87
93	7025	Supplies - Custodial	1029 Cintas Corporation	4114496728	Cleaners, Paper Towels, Soap, Mat, & Scrubs - PW	106.76
94	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	8024680	Miter Saw	343.97
95	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1020292	Exhaust Vent Collar PW	36.12
96	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	1020293	Wall Base PW	84.99
97	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1087848	6 Elevator Keys - City Hall	20.00
98	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1088280	21 Keys Cut - City Clerk's Office	21.00
99	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2452821	Water Supply Lines/Caulk/Corner Braces PW	30.34
100	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2815540	2 Hot Water Heater Shut Offs - City Hall	178.64
101	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2815541	2 Water Heater Replacement Units for City Hall	14,428.01
102	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	4191280	Return Plumbing Supplies	(44.48)
103	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7031178	Cabinets/Plumbing Supplies PW	570.80

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
104	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	7452810	Cabinets/Plumbing Supplies/Etc.	395.93
105	7045	Supplies - Building R&M	1043 WW Grainger Inc	9247358089	Push Button Switch - Police Station	6.16
106	7045	Supplies - Building R&M	1057 Menard Incorporated	95254	Countertops, Dryer Pipe, & Hangers - PW Crew Leaders Office	332.91
107	7045	Supplies - Building R&M	1057 Menard Incorporated	95294	PVC Bushing & Flanges - PW Crew Leader Office	4.90
108	7045	Supplies - Building R&M	1057 Menard Incorporated	95305	Shower Lights & Silicone - Fire Station #61	99.48
109	7045	Supplies - Building R&M	1057 Menard Incorporated	95399	Gloves, Primer, Paint Brushes, Rollers, Etc. - City Hall	93.36
110	7045	Supplies - Building R&M	7562 South Side Control Supply Company	S100762001.001	HVAC Supplies - City Hall	183.29
111	7140	Electricity	1033 ComEd	0459113083-02/22	Electricity Service 01/14-02/15/2022	17,998.44
112	7140	Electricity	1033 ComEd	0459113083-03/22	Electricity Service 02/15-03/16/2022	12,130.80
113	7140	Electricity	1033 ComEd	2685017085-03/22	Electricity Service 02/07-03/08/2022	165.48
114	7140	Electricity	1033 ComEd	4974385007-03/22	Electricity Service 02/10-03/11/2022	24.12
115	7140	Electricity	1033 ComEd	4974507003-03/22	Electricity Service 02/07-03/08/2022	426.14
116	7140	Electricity	1033 ComEd	5058680019-03/22	Electricity Service 02/07-03/08/2022	56.00
117	7140	Electricity	1033 ComEd	5058681016-03/22	Electricity Service 02/07-03/08/2022	32.29
118	7140	Electricity	1033 ComEd	5310666002-03/22	Electricity Service 02/07-03/08/2022	1,137.95
119	7200	Other Supplies	1057 Menard Incorporated	95304	6 Cases Bottled Water - City Hall	17.88
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>55,997.62</b>	

<b>Division: 540 - Vehicle Maintenance</b>						
120	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	110.26
121	6040	Waste Hauling & Debris Removal	2214 Liberty Tire Recycling	2241099	51 Tires Recycled - 03/19/2022	193.71
122	6135	Rentals	1029 Cintas Corporation	4113586872	Mechanic's Uniform Rental - 03/16/2022	221.34
123	6135	Rentals	1029 Cintas Corporation	4114333134	Mechanic's Uniform Rental - 03/23/2022	172.88
124	6195	Miscellaneous Contractual Services	8481 Linde Gas & Equipment Inc	69588891	Tank Rental - 02/20/2022-03/20/2022	728.80
125	6305	R&M Equipment	1071 Pomp's Tire Service Inc	280131888	Tire Repair Service Call - PW 5033 - 03/24/2022	533.40
126	7030	Supplies - Tools & Hardware	2168 Petroleum Technologies Equipment, Inc	30199	OPW Ring Tester - PW Shop	315.00

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
127	7030	Supplies - Tools & Hardware	8454 NAPA Auto Parts	822857	10 Adapter Plugs	90.30
128	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_248048	Wheel Seals, Hub Cap, O-Ring, & Plug - PW 5041, PW 9T08	29.50
129	7035	Supplies - Equipment R&M	6224 Bumper to Bumper	408-1284618	V-Belt - PW 5PW3	14.39
130	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	822182	4 24-Volt Bulbs - PW Stock	43.20
131	7035	Supplies - Equipment R&M	8454 NAPA Auto Parts	822958	V-Belt - PW 5PW3	12.70
132	7035	Supplies - Equipment R&M	1088 Atlas Bobcat LLC	BY0398	Sweeper Brooms - PW 5B29	1,081.80
133	7035	Supplies - Equipment R&M	1575 Pirtek O'Hare	OH-T00016521	Pressure Washer Hoses - 5PW1	503.61
134	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	SPI11006038	Starter Recoil - PW 5118	21.98
135	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_246172	Brass Fitting & Check Valve - PW 5109	52.54
136	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_247774	Solenoid & Solenoid Assembly - Fire 7707	236.37
137	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_248727	6 Gaskets - Fire Stock	30.96
138	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0263568	8 Spark Plugs - Police Stock	35.36
139	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0264228	5 Batteries & Core Deposits - PW Stock	500.29
140	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0264954	Brake Pads & Rotors - Police 6102	567.68
141	7040	Supplies - Vehicle R&M	1018 Anderson Lock Company LTD	1088593	3 Keys Cut - Fire 7522	14.19
142	7040	Supplies - Vehicle R&M	8244 Des Plaines Ace Hardware	1839	Snap Rings, Snap Triggers, & Eye Bolts - Fire 7522	64.69
143	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1CR0045683	Battery Core Return - PW Stock	(55.00)
144	7040	Supplies - Vehicle R&M	1071 Pomp's Tire Service Inc	280131289	8 Police Tires - Police Stock	1,111.52
145	7040	Supplies - Vehicle R&M	2052 Coffman Truck Sales Inc	323117	Turn Signal Switch - Fire 7522	410.68
146	7040	Supplies - Vehicle R&M	2052 Coffman Truck Sales Inc	323118	Brake Switch & Retainer - Fire 7522	27.76
147	7040	Supplies - Vehicle R&M	5573 Henderson Products Inc	354757	6 Hydraulic Filters - PW Shop	174.98
148	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1284047	Brake Pads & Rotors - Police 6001	193.02
149	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1284048	Brake Pads & Rotors - Police 6001	325.86
150	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1284329	Parts Return - Police 6001	(381.82)
151	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	523614P	Door Handle - Fire 7403	52.40

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
152	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	523931P	Backup Sensor - Police 6034	41.66
153	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	524049P	Stabilizer Links & Nuts - Fire 6049	98.04
154	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	524592P	Tube, Plunger, Damper, Bushings - PW 5043	94.06
155	7040	Supplies - Vehicle R&M	8481 Linde Gas & Equipment Inc	69490250	Cylinder Refills - PW Shop - 03/17/2022	374.68
156	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	822542	Flasher - Fire 7522	17.56
157	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	822543	Speakers - Fire 7522	35.34
158	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	822610	Ball Hitch - Fire 7522	15.48
159	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	822614	Calipers & Core Deposit - Police 6049	257.04
160	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	822634	Returned Ball Hitch - Fire 7522	(15.12)
161	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	822715	Core Deposit Returned - Police 6049	(79.02)
162	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	822853	Flasher - Fire 7522	17.56
163	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	822854	Hydraulic, Oil, & Air Filters - PW Stock	51.73
164	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	822856	Hydraulic, Oil, & Air Filters - PW Stock	26.02
165	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	822984	Returned Air Coupler	(11.46)
166	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	823179	Headlight Switch - PW 5043	76.82
167	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	CM523614P	Returned Door Handle - Fire 7403	(52.40)
168	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P15037	Filter & Switches - Fire 7609	104.95
169	7040	Supplies - Vehicle R&M	4328 Batteries Plus Bulbs (#490)	P50008841	11 Batteries - Fire & Police Stock	414.80
170	7040	Supplies - Vehicle R&M	1154 West Side Tractor Sales	W98981	Keepers & Seal Kits - PW 9T08, PW 5027	363.25
171	7040	Supplies - Vehicle R&M	5035 Northwest Trucks Inc	X101065128:01	2 V Clamps & 2 Gaskets - PW 5109 & PW Stock	125.84
172	7320	Equipment < \$5,000	1671 Terminal Supply Company	27571-00	Male Plugs & Female Couplers - PW Shop	459.74
<b>Total 540 - Vehicle Maintenance</b>					<b>9,850.92</b>	

<b>Total 50 - Public Works &amp; Engineering</b>	<b>84,750.74</b>
--	------------------

Police Department						
Division: 100 - Administration						
173	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21025	Mayor's Annual Address 03/17/2022 - 13 Attendees	30.00

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
174	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	179.32
<b>Total 100 - Administration</b>						<b>209.32</b>

<b>Division: 610 - Uniformed Patrol</b>						
175	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	1,694.99
176	7300	Uniforms	8601 Special T Unlimited	0130	SLEA Academy PT Uniform for New Hire	215.00
177	7300	Uniforms	1489 JG Uniforms Inc	95890	Jacket for New Officer	124.95
178	7300	Uniforms	1489 JG Uniforms Inc	95891	Raincoat, Jacket, and Polo for New Officer	348.75
179	7300	Uniforms	1489 JG Uniforms Inc	95892	Jacket, Shirt and Polo for New Officer	348.75
180	7300	Uniforms	1489 JG Uniforms Inc	95893	Raincoat, Jacket, and Polo for New Officer	348.75
181	7300	Uniforms	1489 JG Uniforms Inc	95894	Raincoat and Jacket for New Officer	124.95
182	7300	Uniforms	1489 JG Uniforms Inc	95895	Pants and Jacket for New Officer	197.95
183	7300	Uniforms	1489 JG Uniforms Inc	96178	Uniform Shirts (5), and Raincoat for New Officer	179.75
184	7300	Uniforms	1489 JG Uniforms Inc	96429	Uniforms for New Officer	651.75
<b>Total 610 - Uniformed Patrol</b>						<b>4,235.59</b>

<b>Division: 620 - Criminal Investigation</b>						
185	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	879.32
186	6195	Miscellaneous Contractual Services	3701 LeadsOnline LLC	325937	LEADs Online Total Track Investigation Sys 5/15/2022- 5/14/2023	5,313.00
<b>Total 620 - Criminal Investigation</b>						<b>6,192.32</b>

<b>Division: 630 - Support Services</b>						
187	6015	Communication Services	8484 PTS Communications Inc	2084195	3 Public Pay Phones Monthly Fee 4/1-4/30/2022	228.00
188	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	423.30
189	6110	Printing Services	1233 Press Tech Inc	49163	1 Box of Business Cards 03/21/2022	20.00
190	6110	Printing Services	1233 Press Tech Inc	49173	1 Box of Business Cards 03/21/2022	20.00
191	6110	Printing Services	1142 Copyset Printing Company	60392	330 Ticket Booklets (C & P Tickets) 03/16/2022	2,499.00
192	6110	Printing Services	1142 Copyset Printing Company	60538	C and P Envelopes (500) 03/11/2022	210.00
193	6185	Animal Control	1266 Northwest Animal Hospital PC	00449491	Stray Animal Impoundment Jan & Feb 2022 (13)	3,838.78
194	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8001136630	Shredding Services 02/04- 02/18/2022	278.97

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
195	7015	Supplies - Police Range	1018 Anderson Lock Company LTD	1088293	Keyed Padlock for Ammo Locker	141.69
196	7200	Other Supplies	1018 Anderson Lock Company LTD	1088728	2 Standard Cut Keys	9.46
197	7200	Other Supplies	1018 Anderson Lock Company LTD	1088739	6 Standard Cut Keys	28.38
198	7200	Other Supplies	1018 Anderson Lock Company LTD	1089094	2 Special Cut Keys	13.64
<b>Total 630 - Support Services</b>					<b>7,711.22</b>	

<b>Total 60 - Police Department</b>	<b>18,348.45</b>
-------------------------------------	------------------

Fire Department						
Division: 100 - Administration						
199	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21025	Mayor's Annual Address 03/17/2022 - 13 Attendees	30.00
200	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	21084	Mayor's Annual Address 03/17/2022 - 2 Attendees	60.00
201	5325	Training	1743 IL Fire Chiefs Association	F20093	Training Program Mg 10/5-11/2/2020-Div. Chief (now DC)	300.00
202	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	253.98
203	7300	Uniforms	3212 On Time Embroidery Inc	87272	Steel Toe Boots - Deputy Chief	159.00
204	7300	Uniforms	3212 On Time Embroidery Inc	98342	3 L/S Polos, 3 Trousers, Leather Belt - Division Chief	441.00
205	7300	Uniforms	3212 On Time Embroidery Inc	98352	3 S/S Shirts, 3 Trousers, Belt, 3 New Dim. Shirts-Div. Chief	535.00
206	7300	Uniforms	3212 On Time Embroidery Inc	99264	3 T-Shirts, 2 S/S Shirts, 2 Trousers - Deputy Chief	273.00
<b>Total 100 - Administration</b>					<b>2,051.98</b>	

Division: 710 - Emergency Services						
207	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	912.10
208	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	756.43
209	6035	Dispatch Services	5067 Regional Emergency Dispatch Center	164-22-04	R-141-13 Monthly Dispatch Service April 2022	66,642.00
210	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-16663	On-Going Vehicle Maintenance-Ambulance 62-1/11/22	398.33
211	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-16669	On-Going Vehicle Maintenance-Engine 62-1/11-1/12/2022	2,402.93

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
212	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-16671 On-Going Vehicle Maintenance-Engine 63-1/13, 1/14 & 1/19/2022	5,627.35
213	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-16697 On-Going Vehicle Maintenance-Engine 62-1/18/22	310.00
214	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-16758 On-Going Vehicle Maintenance-Squad 63-2/15/22	1,761.93
215	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-16801 On-Going Vehicle Maintenance-Tower 61-3/5/22	585.00
216	6310	R&M Vehicles	8602 Legacy Fire Apparatus	INV-16830 On-Going Vehicle Maintenance-Engine 62-3/22/22	869.47
217	7200	Other Supplies	1148 WS Darley & Co	17459399 15 Pails Universal Green Foam	3,110.08
218	7200	Other Supplies	6093 Meikem Supply Inc	219257 Flatware Rack - Station 61	28.50
219	7200	Other Supplies	7261 FireCraft Safety Products LLC	22-1287 1 - 34 Liter Hydrogen Cyanide	610.12
220	7200	Other Supplies	3297 Bound Tree Medical LLC	84454298 3 Stretchers, 15 Control Solutions, 6 Oxygen Mask Kits	1,941.22
221	7300	Uniforms	3212 On Time Embroidery Inc	93344 L/S Polo - Engineer	49.00
222	7300	Uniforms	3212 On Time Embroidery Inc	93801 L/S Polo - Engineer	49.00
223	7300	Uniforms	3212 On Time Embroidery Inc	94010 L/S Polo - Engineer	49.00
224	7300	Uniforms	3212 On Time Embroidery Inc	94176 Service Since Nameplate - Lieutenant	11.00
225	7300	Uniforms	3212 On Time Embroidery Inc	96615 Mock Turtleneck, Tactical Fleece - Paramedic	145.00
226	7300	Uniforms	3212 On Time Embroidery Inc	97202 Tactical Fleece, 2 T-Shirts - Paramedic	141.00
227	7300	Uniforms	3212 On Time Embroidery Inc	97222 Fleece, 2 Mock Turtlenecks, Trousers, Cap, 2 T-Shirts-Paramedic	291.00
228	7300	Uniforms	3212 On Time Embroidery Inc	97602 Baseball Cap, 3 T-Shirts, 2 Trousers, 2 Shorts - Paramedic	249.00
229	7300	Uniforms	3212 On Time Embroidery Inc	97625 3 Cargo Pants, Shorts, Cap, Belt, Oxford, 5 T-Shirts-Paramedic	443.00
230	7300	Uniforms	3212 On Time Embroidery Inc	97948 Belt, 3 T-Shirts, 2 Station Pants, 2 BDU Shorts - Paramedic	273.00
231	7300	Uniforms	3212 On Time Embroidery Inc	97959 Knit & Baseball Cap, 6 T-Shirts, Sweatpants, Etc.- Lieutenant	259.00
232	7300	Uniforms	3212 On Time Embroidery Inc	97960 Mock Turtleneck - Paramedic	26.00

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount
233	7300	Uniforms	3212 On Time Embroidery Inc	97965 Nameplate, Polo, Jacket, Shorts, Knit Cap - Engineer	109.00
234	7300	Uniforms	3212 On Time Embroidery Inc	97967 Job Shirt - Paramedic	72.00
235	7300	Uniforms	3212 On Time Embroidery Inc	97968 3 T-Shirts, 2 Station Pants, BDU Shorts - Paramedic	200.00
236	7300	Uniforms	3212 On Time Embroidery Inc	97979 2 Job Shirts, 2 Trousers - Paramedic	296.00
237	7300	Uniforms	3212 On Time Embroidery Inc	98145 4 T-Shirts - Engineer	44.00
238	7300	Uniforms	3212 On Time Embroidery Inc	98149 2 Cargo Station Pants, T-Shirt - Paramedic	154.00
239	7300	Uniforms	3212 On Time Embroidery Inc	98150 Knit Cap - Paramedic	17.00
240	7300	Uniforms	3212 On Time Embroidery Inc	98371 4 T-Shirts - Engineer	56.00
241	7300	Uniforms	3212 On Time Embroidery Inc	98395 Knit & Baseball Cap, Fleece, Job Shirt, Belt-Lieutenant	274.00
242	7300	Uniforms	3212 On Time Embroidery Inc	98397 Baseball Cap, Job Shirt, S/S Polo, Belt, Trousers - Paramedic	321.00
243	7300	Uniforms	3212 On Time Embroidery Inc	98398 4 T-Shirts, Trousers - Paramedic	134.00
244	7300	Uniforms	3212 On Time Embroidery Inc	98539 6 T-Shirts, S/S Shirt, Belt, New Dimension Shirt-Battalion Chief	195.00
245	7300	Uniforms	3212 On Time Embroidery Inc	98614 Athletic Oxford, Twill Cap - Paramedic	120.00
246	7300	Uniforms	3212 On Time Embroidery Inc	98792 3 T-Shirts, Leather Belt, Knit Cap - Paramedic	88.00
247	7300	Uniforms	3212 On Time Embroidery Inc	98793 Athletic Oxford, T-Shirt - Engineer	112.00
248	7300	Uniforms	3212 On Time Embroidery Inc	98794 6 T-Shirts, Job Shirt, 2 Shorts, 2 Trousers, Oxford - Paramedic	457.00
249	7300	Uniforms	3212 On Time Embroidery Inc	98795 Belt, Trousers, Shorts, Nameplate, Tie, Raincoat-Engineer	358.00
250	7300	Uniforms	3212 On Time Embroidery Inc	98796 L/S T-Shirt - Paramedic	14.00
251	7300	Uniforms	3212 On Time Embroidery Inc	98797 2 Trousers, 2 S/S Polo - Paramedic	244.00
252	7300	Uniforms	3212 On Time Embroidery Inc	98798 S/S Polo - Paramedic	46.00
253	7300	Uniforms	3212 On Time Embroidery Inc	99263 Twill Cap, 2 Trousers, 2 BDU Shorts - Paramedic	250.00
254	7300	Uniforms	3212 On Time Embroidery Inc	99265 Class A Shirt - Engineer	52.00
255	7300	Uniforms	3212 On Time Embroidery Inc	99266 L/S Polo - Paramedic	49.00



# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
256	7320	Equipment < \$5,000	1148 WS Darley & Co	17459361	2 Pairs Shadow Boots	900.00
257	7320	Equipment < \$5,000	1148 WS Darley & Co	17459366	1 Pair Shadow Boots	450.00
258	7320	Equipment < \$5,000	1080 Air One Equipment Inc	176337P	3 Electric Blowhard Fans - Engine 61 & 62 & Rescue Company	11,250.00
259	7320	Equipment < \$5,000	1080 Air One Equipment Inc	178632	2 Hydrotests, Washer, O-Ring, Retainer Kit, Etc.	200.11
260	7320	Equipment < \$5,000	1080 Air One Equipment Inc	178833	8 Black Helmets	2,360.00
261	7320	Equipment < \$5,000	1747 Murphy's Contractors Equipment Inc	219343	2 Pulleys, 2 Springs for Saw	128.54
262	7320	Equipment < \$5,000	1644 Warehouse Direct Inc	5200199-0	P-Touch Label Maker, 6 Labeling Tape	185.61
263	7320	Equipment < \$5,000	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	108.23
264	7320	Equipment < \$5,000	5036 Rescue Direct Inc	INV-730216	Sterling Super Static Rope	854.99
<b>Total 710 - Emergency Services</b>					<b>108,039.94</b>	

<b>Division: 720 - Fire Prevention</b>						
265	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	137.53
266	7200	Other Supplies	1644 Warehouse Direct Inc	5133330-5	2 Packs Plastic Cups	8.70
267	7300	Uniforms	3212 On Time Embroidery Inc	98396	Job Shirt, Knit Cap - Inspector	95.00
<b>Total 720 - Fire Prevention</b>					<b>241.23</b>	

<b>Division: 730 - Emergency Management Agency</b>						
268	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	42.33
<b>Total 730 - Emergency Management Agency</b>					<b>42.33</b>	

<b>Total 70 - Fire Department</b>					<b>110,375.48</b>
-----------------------------------	--	--	--	--	-------------------

<b>Department: 75 - Fire &amp; Police Commission</b>						
269	5340	Pre-Employment Testing	5372 COPS & FIRE Personnel Testing Service	107106	Pre-Employment Psychological Testing Services 02/15/2022	450.00
<b>Total 75 - Fire &amp; Police Commission</b>					<b>450.00</b>	

<b>Department: 90 - Overhead</b>						
270	7500	Postage & Parcel	1801 Petty Cash	Finance 04/18/22	Replenish Petty Cash 08/11-12/14/2021	2.84
<b>Total 90 - Overhead</b>					<b>2.84</b>	

<b>Total 100 - General Fund</b>					<b>267,048.17</b>
---------------------------------	--	--	--	--	-------------------

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Fund: 230 - Motor Fuel Tax Fund</b>						
271	7140	Electricity	1033 ComEd	0193753007-03/22	Electricity Service 02/10-03/11/2022	88.42
272	7140	Electricity	1033 ComEd	0237106099-03/22	Electricity Service 02/07-03/08/2022	356.69
273	7140	Electricity	1033 ComEd	0392121005-03/22	Electricity Service 02/07-03/08/2022	188.69
274	7140	Electricity	1033 ComEd	0445091056-03/22	Electricity Service 02/07-03/08/2022	351.28
275	7140	Electricity	1033 ComEd	0725000037-03/22	Electricity Service 02/08-03/09/2022	39.85
276	7140	Electricity	1033 ComEd	1273119011-03/22	Electricity Service 02/08-03/09/2022	3,276.85
277	7140	Electricity	1033 ComEd	1521117181-03/22	Electricity Service 02/07-03/08/2022	412.75
278	7140	Electricity	1033 ComEd	2493112068-03/22	Electricity Service 02/07-03/08/2022	45.37
279	7140	Electricity	1033 ComEd	2607132134-03/22	Electricity Service 02/04-03/07/2022	365.75
280	7140	Electricity	1033 ComEd	2644104014-03/22	Electricity Service 02/04-03/07/2022	342.50
281	7140	Electricity	1033 ComEd	2901166089-03/22	Electricity Service 02/07-03/08/2022	856.03
282	7140	Electricity	1033 ComEd	2943015087-03/22	Electricity Service 02/22-03/23/2022	15,760.78
283	7140	Electricity	1033 ComEd	3471079047-03/22	Electricity Service 02/07-03/08/2022	34.39
284	7140	Electricity	1033 ComEd	6045062008-03/22	Electricity Service 02/07-03/08/2022	123.53
285	7160	Ice Control	6461 Compass Minerals America Inc	978059	Bulk Rock Salt - 03/22/2022	13,244.83
286	7160	Ice Control	6461 Compass Minerals America Inc	978659	Bulk Rock Salt - 03/22/2022	15,100.64
287	7160	Ice Control	6461 Compass Minerals America Inc	980167	Bulk Rock Salt - 03/28/2022	3,551.64
<b>Total 230 - Motor Fuel Tax Fund</b>					<b>54,139.99</b>	

<b>Fund: 250 - Grant Projects Fund</b>						
<b>Program: 2520 - Capital Grants</b>						
288	6000	Professional Services	1123 Christopher B Burke Engineering LTD	4	R-184-21 Task Order 7 Prof Eng Svcs 1/30-2/26/2022	14,991.50
<b>Total 2520 - Capital Grants</b>					<b>14,991.50</b>	

<b>Total 250 - Grant Projects Fund</b>					<b>14,991.50</b>
--	--	--	--	--	------------------

<b>Fund: 260 - Asset Seizure Fund</b>						
<b>Program: 2610 - Customs</b>						
289	7015	Supplies - Police Range	1244 Ray O'Herron Company Inc	2181229	KO1 Primers	391.72
<b>Total 2610 - Customs</b>					<b>391.72</b>	

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
<b>Program: 2620 - DEA</b>						
290	7015	Supplies - Police Range	1288 Eagle Point Gun/TJ Morris & Son	188335	22,000 Rds of 9MM Ammunition For TRT	4,510.00
291	7300	Uniforms	1489 JG Uniforms Inc	96066	Uniforms- Ballistic Vest Cover-Sergeant	177.00
292	7300	Uniforms	1489 JG Uniforms Inc	96067	Uniforms- Ballistic Vest Cover-Officer	177.00
293	7300	Uniforms	1489 JG Uniforms Inc	96069	Uniforms- Ballistic Vest Cover-Officer	177.00
294	7300	Uniforms	1489 JG Uniforms Inc	96070	Uniforms- Ballistic Vest Cover-Officer	177.00
<b>Total 2620 - DEA</b>					<b>5,218.00</b>	

<b>Program: 2640 - Forfeit</b>						
295	6195	Miscellaneous Contractual Services	6150 Partners & Paws Veterinary Services LLC	100975	K9 Jager Exam and Medication 1/20/2022	142.77
296	6195	Miscellaneous Contractual Services	6150 Partners & Paws Veterinary Services LLC	103506	K9 Jager Exam and Medication 3/26/2022	125.00
<b>Total 2640 - Forfeit</b>					<b>267.77</b>	

<b>Total 260 - Asset Seizure Fund</b>					<b>5,877.49</b>
---------------------------------------	--	--	--	--	-----------------

<b>Fund: 400 - Capital Projects Fund</b>						
297	6000	Professional Services	2436 Haeger Engineering LLC	88658	2022 Topo Survey & Drafting-Henry/Campbell Alley 1/31-2/9/2022	3,205.00
298	6000	Professional Services	2436 Haeger Engineering LLC	88660	2022 Topo Survey & Drafting-Rand/Willow Alley 1/6-2/9/2022	2,600.00
299	6000	Professional Services	8492 TranSystems Corporation	INV-0003828025	R-171-21 Task Order #1-Alg Rd Grade Sep Phase 1 Eng 3/1-3/31/22	1,809.02
300	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	161.68
<b>Total 400 - Capital Projects Fund</b>					<b>7,775.70</b>	

<b>Fund: 430 - Facilities Replacement Fund</b>						
301	6000	Professional Services	7661 FGM Architects Inc	20-2890.01-3	Addition Design - Police Station - 01/29-02/25/2022, R-65-20	51,700.00
302	6000	Professional Services	7661 FGM Architects Inc	22-3322.01-3	Renovation Design - Fire Station #61 -01/29-02/25/2022, R-197-21	9,380.00
303	6000	Professional Services	7661 FGM Architects Inc	22-3395.01-1	TO#11 Building Assessment - 602 Lee - 01/29-02/25/2022, R-116-19	15,000.00
304	6000	Professional Services	8591 UCT Group LLC	22018A	Concrete Coring & Lab Analysis - Civic Deck - 03/23/2022	4,270.00

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
305	7045	Supplies - Building R&M	1018 Anderson Lock Company LTD	1088121	Windows for Doors on 2nd Floor City Hall	371.10
306	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17531132	Circuit Breakers for 2nd Floor Generator Panel	335.46
307	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3025244	Wood Casing 2nd Floor City Hall	72.45
308	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3452818	Outlet Covers City Hall 2nd Floor	11.23
309	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8024679	Wood/Conduit/Caulk 2nd Floor City Hall	85.49
310	7045	Supplies - Building R&M	2313 City Electric Supply Company (CES)	DEP/055807	Circuit Breakers for Panel on 2nd Floor	147.06
<b>Total 430 - Facilities Replacement Fund</b>					<b>81,372.79</b>	

Fund: 500 - Water/Sewer Fund						
Non Departmental						
Division: 550 - Water Systems						
311	5320	Conferences	8608 Greenfield, Robert	Reimb 3/21-3/24	IEPA Travel Expenses - 03/23-03/24/2022 - Utility Superintendent	251.02
312	5320	Conferences	4281 Watkins, Timothy	Reimb 3/23-3/24	IEPA Travel Expenses - 03/23/2022-03/24/2022 - PW Assistant Dir	253.02
313	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	712.27
314	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	31.51
315	6110	Printing Services	1233 Press Tech Inc	49175	Return Envelopes 03/21/2022 - PW	170.00
316	6195	Miscellaneous Contractual Services	8590 Midwest Chlorinating Inc	030-22pc	Emergency Line Stop - Wolf & Harvey - 03/03/2022	3,750.00
317	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	220139	Meter Bench Test - 03/16/2022	37.02
318	6195	Miscellaneous Contractual Services	4117 United Meters Inc	3892	Water Line Repair & New Meter Install-681 E Thacker-12/14/2021	923.05
319	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	95301	Wire Stripper, Utility Knife, Sand Cloth	39.07
320	7030	Supplies - Tools & Hardware	1520 Russo Power Equipment	SPI11009263	11 Shovels	641.89
321	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_247696	Hub Cap, O-Ring, & Plug - PW 9T08	21.18
322	7035	Supplies - Equipment R&M	1078 Acme Truck Brake & Supply Co	01_248048	Wheel Seals, Hub Cap, O-Ring, & Plug - PW 5041, PW 9T08	48.84
323	7035	Supplies - Equipment R&M	1071 Pomp's Tire Service Inc	280131965	2 Trailer Tires - PW 9T08	485.72

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
324	7035	Supplies - Equipment R&M	1274 O'Leary's Contractors Equipment & Supply Inc	411688	12-Foot Ladder	175.00
325	7035	Supplies - Equipment R&M	1520 Russo Power Equipment	PCM10058764	Returned Pan Screw & Lever Plate - PW Water Stock	(4.97)
326	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W98981	Keepers & Seal Kits - PW 9T08, PW 5027	95.10
327	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10424910	3.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 03/17/2022	183.00
328	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10424941	1.50 Cu Yds Top Soil - 03/18/2022	48.00
329	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10424989	2.0 Cu Yds Top Soil & 25 Lbs Grass Seed - 03/21/2022	151.00
330	7070	Supplies - Water System Maintenance	1709 Ziebell Water Service Products Inc	257173-000	Valve & Fittings	974.13
331	7070	Supplies - Water System Maintenance	8547 Healy Asphalt Company LLC	30652	2.66 Tons Asphalt - 03/18/2022	383.04
332	7070	Supplies - Water System Maintenance	4093 White Cap LP	50018199632	Red Brick Tiles - Sidewalk	93.69
333	7070	Supplies - Water System Maintenance	1072 Prairie Material	890406337	2.5 Cu Yds Concrete - Repairs - 03/14/2022	551.13
334	7070	Supplies - Water System Maintenance	1072 Prairie Material	890407635	4.5 Cu Yds Concrete - 03/15/2022	697.63
335	7070	Supplies - Water System Maintenance	1072 Prairie Material	890408564	3.5 Cu Yds Concrete - Repairs - 03/16/2022	600.38
336	7070	Supplies - Water System Maintenance	1072 Prairie Material	890409704	6.5 Cu Yds Concrete - Repairs - 03/17/2022	1,072.13
337	7070	Supplies - Water System Maintenance	1057 Menard Incorporated	95435	Galvanized Roofing, Pails, Cedar Siding - Howard Tanks	145.09
338	7070	Supplies - Water System Maintenance	6992 Core & Main LP	Q559970	6" Valves & Megalug Kits	1,866.00
339	7140	Electricity	1033 ComEd	0718079040-03/22	Electricity Service 02/07-03/08/2022	154.10
340	7140	Electricity	1033 ComEd	1602149012-03/22	Electricity Service 02/04-03/07/2022	162.72
341	7140	Electricity	1033 ComEd	2382141015-03/22	Electricity Service 02/07-03/08/2022	97.28
342	7140	Electricity	1033 ComEd	2902009038-03/22	Electricity Service 02/03-03/04/2022	737.44

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
343	7140	Electricity	1033 ComEd	3526170000-03/22	Electricity Service 02/03-03/04/2022	53.40
344	7140	Electricity	1033 ComEd	4436122006-03/22	Electricity Service 02/15-03/16/2022	8,109.50
345	7140	Electricity	1033 ComEd	5646761001-03/22	Electricity Service 02/03-03/04/2022	23.79
346	7140	Electricity	1033 ComEd	6152054027-03/22	Electricity Service 02/04-03/07/2022	5,325.64
347	7300	Uniforms	1580 Mighty Mites Awards Inc	16443	40 T-Shirts - PW Seasonal Employees	205.00
348	7320	Equipment < \$5,000	5068 IT Savvy LLC	01332875	4 SCADA Switches	16,873.44
349	7320	Equipment < \$5,000	5068 IT Savvy LLC	01332943	4-48 Port Switches & Appurtenances	2,348.04
350	7320	Equipment < \$5,000	5068 IT Savvy LLC	01333442	4-48 Port Switches & Appurtenances	13,300.64
351	7320	Equipment < \$5,000	1274 O'Leary's Contractors Equipment & Supply Inc	411076	Water Pump	1,050.00
352	7320	Equipment < \$5,000	1274 O'Leary's Contractors Equipment & Supply Inc	411082	Pump Hose	155.00
353	7320	Equipment < \$5,000	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	389.99
<b>Total 550 - Water Systems</b>					<b>63,380.92</b>	

<b>Division: 560 - Sewer Systems</b>						
354	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	31.51
355	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	374.90
356	7000	Office Supplies	1644 Warehouse Direct Inc	5199405-0	4 Rolls Label Tape	27.96
357	7030	Supplies - Tools & Hardware	2053 USA Bluebook	915409	3 Manhole Hooks	171.19
358	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P35177	Sewer Camera Parts & Poles	1,074.89
359	7035	Supplies - Equipment R&M	1564 EJ Equipment Inc	P35445	Pigtails & Rubber Grommets - Sewer Camera	417.67
360	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_247442	4 Reflectors - PW 8020	11.32
361	7040	Supplies - Vehicle R&M	8454 NAPA Auto Parts	823006	Oil & Air Filters - PW 8020	21.50
362	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	1841	Cable Ties & Electric Tape - Ballard Lift Station	35.05
363	7075	Supplies - Sewer System Maintenance	8244 Des Plaines Ace Hardware	1880	Pipe Thread & Plug - PW Stock	14.38

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
364	7075	Supplies - Sewer System Maintenance	2053 USA Bluebook	912225	2 Float Switches - Lift Stations	395.33
365	7140	Electricity	1033 ComEd	0096017042-03/22	Electricity Service 02/07-03/08/2022	1,490.49
366	7140	Electricity	1033 ComEd	0575134020-03/22	Electricity Service 02/03-03/07/2022	230.31
367	7140	Electricity	1033 ComEd	0640144010-03/22	Electricity Service 02/07-03/08/2022	123.45
368	7140	Electricity	1033 ComEd	0762050019-03/22	Electricity Service 02/08-03/09/2022	22.20
369	7140	Electricity	1033 ComEd	2038128006-03/22	Electricity Service 02/03-03/04/2022	146.15
370	7140	Electricity	1033 ComEd	2148094073-03/22	Electricity Service 02/10-03/10/2022	171.82
371	7140	Electricity	1033 ComEd	3240002012-03/22	Electricity Service 02/25-03/28/2022	843.71
372	7140	Electricity	1033 ComEd	3461136053-03/22	Electricity Service 02/04-03/07/2022	40.85
373	7140	Electricity	1033 ComEd	3526009006-03/22	Electricity Service 02/07-03/08/2022	99.35
374	7140	Electricity	1033 ComEd	3657136067-03/22	Electricity Service 02/07-03/08/2022	79.88
375	7140	Electricity	1033 ComEd	4995025051-03/22	Electricity Service 02/04-03/07/2022	27.22
376	7140	Electricity	1033 ComEd	5060090016-03/22	Electricity Service 02/08-03/09/2022	173.58
377	7140	Electricity	1033 ComEd	5814097012-03/22	Electricity Service 02/07-03/08/2022	130.40
378	7140	Electricity	1033 ComEd	6331089024-03/22	Electricity Service 02/03-03/04/2022	270.38
379	7320	Equipment < \$5,000	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	390.00
380	7320	Equipment < \$5,000	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	414.95
<b>Total 560 - Sewer Systems</b>					<b>7,230.44</b>	

<b>Total 00 - Non Departmental</b>	<b>70,611.36</b>
------------------------------------	------------------

Department: 30 - Finance						
381	6015	Communication Services	1552 Verizon Wireless	9901778766	Communication Services 02/14-03/13/2022	67.60
<b>Total 30 - Finance</b>					<b>67.60</b>	

<b>Total 500 - Water/Sewer Fund</b>	<b>70,678.96</b>
-------------------------------------	------------------

Fund: 510 - City Owned Parking Fund						
382	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-55157-R8M4	Category 1 Elevator Testing Inspector Fee 03/14/2022	588.75
383	7140	Electricity	1033 ComEd	0354464001-03/22	Electricity Service 02/07-03/08/2022	4,078.87

# City of Des Plaines

## Warrant Register 04/18/2022

Line #	Account		Vendor	Invoice	Invoice Description	Amount
384	7140	Electricity	1033 ComEd	2239082030-03/22	Electricity Service 02/07-03/08/2022	1,066.39
385	7140	Electricity	1033 ComEd	4722388001-03/22	Electricity Service 02/07-03/08/2022	19.04
386	7140	Electricity	1033 ComEd	4791127023-03/22	Electricity Service 02/07-03/08/2022	3,560.94
387	7140	Electricity	1033 ComEd	5310303000-03/22	Electricity Service 02/07-03/08/2022	266.44
<b>Total 510 - City Owned Parking Fund</b>						<b>9,580.43</b>

Fund: 520 - Metra Leased Parking Fund						
388	7140	Electricity	1033 ComEd	5222730006-03/22	Electricity Service 02/03-03/04/2022	111.01
<b>Total 520 - Metra Leased Parking Fund</b>						<b>111.01</b>

Fund: 600 - Risk Management Fund						
389	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3371837 051352	MICA Claim Deductible 02/05/2021 L003371837	989.15
390	5545	MICA Deductible	1061 Municipal Insurance Cooperative Agency	3617337 051353	MICA Claim Deductible 05/21/2021 L003617337	258.00
<b>Total 600 - Risk Management Fund</b>						<b>1,247.15</b>

Fund: 700 - Escrow Fund						
391	2221	Taste of Des Plaines	6094 Barefoot Hawaiian, The	061822CDP	Deposit-Entertainment for Taste of Des Plaines 06/18/2022	322.50
392	2226	Special Events - July 4th	6094 Barefoot Hawaiian, The	070422CDP	Deposit-Entertainment for July 4, 2022 Parade	322.50
393	2226	Special Events - July 4th	8596 The DJ Firm	4686	DJ for Fireworks Event 07/01/2022	700.00
394	2460	Refundable Bonds	8600 Labotka, Richard	03/16/2022	Alarm License Refund for 2022 Registration License #266	15.00
395	2493	Escrow - CED Development	1050 Journal & Topics Newspapers	187523	Public Notice for PZB Meeting 4/12/22-Published 3/23/22	216.38
<b>Total 700 - Escrow Fund</b>						<b>1,576.38</b>

<b>Grand Total</b>						<b>514,399.57</b>
--------------------	--	--	--	--	--	-------------------



# City of Des Plaines

## Warrant Register 04/18/2022

### Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
<b>Fund: 100 - General Fund</b>					
<b>Department: 00 - Non Departmental</b>					
396	4849	Miscellaneous Revenues	8587 McKinley Restoration Company	000008 Permit Overpayment - 550 Northwest Highway	300.00
<b>Total 00 - Non Departmental</b>					<b>300.00</b>
<b>City Administration</b>					
<b>Division: 240 - Media Services</b>					
397	6195	Miscellaneous Contractual Services	8604 Cernak, Kaitlin	Reimb 03/19/22 Reimbursement for QR Code Service 03/19/2022-03/19/2023	83.88
<b>Total 240 - Media Services</b>					<b>83.88</b>
<b>Total 20 - City Administration</b>					<b>83.88</b>
<b>Department: 30 - Finance</b>					
398	6115	Licensing/Titles	7336 Cook County Clerk	3 Renewals 3 Notary Commission Renewals - Finance Clerks	30.00
<b>Total 30 - Finance</b>					<b>30.00</b>
<b>Public Works &amp; Engineering</b>					
<b>Division: 535 - Facilities &amp; Grounds Maintenance</b>					
399	7110	Natural Gas	1064 Nicor	03/17/22 x600008 Natural Gas Service 02/15-03/16/2022	49.13
<b>Total 535 - Facilities &amp; Grounds Maintenance</b>					<b>49.13</b>
<b>Total 50 - Public Works &amp; Engineering</b>					<b>49.13</b>
<b>Police Department</b>					
<b>Division: 610 - Uniformed Patrol</b>					
400	6015	Communication Services	1032 Comcast	03/18/2022 x6724 Internet/Cable Service April 2022	105.10
<b>Total 610 - Uniformed Patrol</b>					<b>105.10</b>
<b>Total 60 - Police Department</b>					<b>105.10</b>
<b>Fire Department</b>					
<b>Division: 730 - Emergency Management Agency</b>					
401	6015	Communication Services	1032 Comcast	03/22/2022 x6716 Internet/Cable Service April 2022	63.06
<b>Total 730 - Emergency Management Agency</b>					<b>63.06</b>
<b>Total 70 - Fire Department</b>					<b>63.06</b>
<b>Department: 90 - Overhead</b>					
402	6015	Communication Services	1032 Comcast	03/20/2022 x6732 Internet/Cable Service April 2022	63.06

# City of Des Plaines

## Warrant Register 04/18/2022

### Manual Payments

Line #	Account		Vendor	Invoice	Invoice Description	Amount
403	6015	Communication Services	1533 Wide Open West LLC	11526044MAR22 A	Internet/Cable Service x6044 03/21-04/20/2022	661.37
404	6015	Communication Services	1533 Wide Open West LLC	11526044MAR22 B	Internet/Cable Service x1245 03/21-04/20/2022	1,867.86
405	6015	Communication Services	1533 Wide Open West LLC	11526044MAR22 C	Internet/Cable Service x1246 03/21-04/20/2022	1,120.00
406	6015	Communication Services	1533 Wide Open West LLC	11526044MAR22 E	Internet/Cable Service x5988 03/21-04/20/2022	127.90
407	6015	Communication Services	1032 Comcast	142737300-8482	Internet/Cable Service 03/15- 04/14/2022	1,575.00
408	7550	Miscellaneous Expenses	8542 Schwamb, Douglas	Reimb 12/14/21	IMRF Audit-Health Opt-Out Reimbursement-Replaces Check 144151	79.61
<b>Total 90 - Overhead</b>						<b>5,494.80</b>

<b>Total 100 - General Fund</b>	<b>6,125.97</b>
---------------------------------	-----------------

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
409	6015	Communication Services	1533 Wide Open West LLC	11526044MAR22 D	Internet/Cable Service x0573 03/21-04/20/2022	320.00
<b>Total 550 - Water Systems</b>						<b>320.00</b>

Division: 560 - Sewer Systems						
410	6510	Subsidy - Flood Assistance	8457 Swanson, Lawrence C	FRP21-017R	Flood Rebate 08/12/2021- Replaces Check 143314	1,380.00
<b>Total 560 - Sewer Systems</b>						<b>1,380.00</b>

<b>Total 500 - Water/Sewer Fund</b>	<b>1,700.00</b>
-------------------------------------	-----------------

<b>Grand Total</b>	<b>7,825.97</b>
--------------------	-----------------

# City of Des Plaines

## Warrant Register 04/18/2022

### Summary

	<u>Amount</u>	<u>Transfer Date</u>
Automated Accounts Payable	\$ 514,399.57 **	4/18/2022
Manual Checks	\$ 7,825.97 **	4/1/2022
Payroll	\$ 1,254,052.57	4/8/2022
RHS Payout	\$ -	
Electronic Transfer Activity:		
JPMorgan Chase Credit Card	\$ -	
Chicago Water Bill ACH	\$ -	
Postage Meter Direct Debits	\$ -	
Utility Billing Refunds	\$ 2,680.90	3/25/2022
Debt Interest Payment	\$ -	
RHS Payout	\$ -	
Property Purchase	\$ -	
IMRF Payments	\$ -	
Employee Medical Trust	\$ 716,425.95	4/1/2022
<b>Total Cash Disbursements:</b>	<b><u>\$ 2,495,384.96</u></b>	

\* Multiple transfers processed on and/or before date shown

\*\* See attached report

Adopted by the City Council of Des Plaines

This Eighteenth Day of April 2022

Ayes \_\_\_\_\_ Nays \_\_\_\_\_ Absent \_\_\_\_\_

---

Jessica M. Mastalski, City Clerk

---

Andrew Goczkowski, Mayor



## HEALTH AND HUMAN SERVICES

1420 Miner Street  
 Des Plaines, IL 60016  
 P: 847.391.5300  
 desplaines.org

## MEMORANDUM

Date: April 18, 2022

To: Michael G. Bartholomew, City Manager

From: Kathy Puetz, Community Social Worker *AP*

Cc: Becky Madison, Director of Human Resources *BAM*

Subject: Consideration of a Resolution awarding 33 Grant Recipients 2022 Social Service Program Funding in a total amount Not-to-Exceed \$160,000

**Issue:** As part of the FY2022 Budget, City Council allocated \$160,000.00 for disbursement to social service agencies that provide services to Des Plaines residents in need. The Health and Human Services Division (HHS) has solicited and evaluated grant requests from social service agencies that serve the Des Plaines community. At this time, HHS seeks the City Council concurrence with the funding allocation as recommended.

**Analysis:** The 2022 Social Service Funding notification, the application and timeline were made available on the City's website on February 1, 2022. Applications were due March 1, 2022. The Health and Human Services Division contacted both the service agencies that received funding in 2021, as well as those who did not apply in 2021 to inform them of the open application period.

The City received a total request for social service funding in the amount of \$251,940 from 33 agencies, which was an increase in total funding requests of approximately \$60,000 and 5 agencies from the prior year. Due to the increase in the number of agencies applying for 2022 Social Service Funding and an increase in funding requests, the City was able to fund the majority of the applicants to at least 75% of what they were funded in 2021. To bring the agencies up to their 2021 funding level, the program would need an additional \$23,552 (\$183,552 in total funding).

All of the agencies expressed gratitude for the City's program and stressed how valuable local support is for leveraging funding from public and private sources, which strengthens their service capabilities for our residents during these difficult times. The pandemic has continued to challenge our community partner agencies, who are still witnessing an increase of clients calling for services. These clients have been affected by job loss, reduced hours and health concerns related to COVID-19. City community partner agencies continued to provide services to our residents by maintaining online video technology for activities, support groups and meetings. They conduct client intake meetings over the phone or through computer video conferencing, limiting office hours with appointments only and offering curbside food and meal disbursement

to ensure continuity of service.

HHS utilizes a point system to assist with the allocation of the funds for 2022. The funding recommendations in Attachment 1 are based on the following criteria:

- Local needs the agency addresses.
- Strategies used by the agency to address the local needs.
- The number of unduplicated Des Plaines residents served or number of meals provided.
- The abundance or scarcity of a service in the community.
- Staff Feedback. Allows HHS to provide funding beyond an agency’s total points or funding request to reflect their need within the community.

In 2021, Health and Human Services staff received over 2,221 office visits and calls for information and referrals for service. These community partner agencies are often referred to by HHS due to the services they provide that assist in meeting the needs of our residents.

### 2022 Community Partner Agency Requests & Staff Recommendations

Agency Name	2021 Funding Amount	2022 Agency Application Request	2022 Staff Funding Recommendation*
Advocate Lutheran General’s Older Adult Services	\$4,268.00	\$6,000.00	\$4,154.00
Alliance for Immigrant Neighbors	\$4,000.00	\$8,000.00	\$3,886.00
Avenues to Independence	\$2,500.00	\$2,500.00	\$2,500.00
Bessie’s Table	\$3,000.00	\$3,000.00	\$3,000.00
Center of Concern*	\$14,250.00	\$16,500.00	\$11,365.00
Children’s Advocacy Center of Northwest Cook County	\$5,000.00	\$6,000.00	\$5,226.00
Clean Up-Give Back.org	\$5,588.00	\$12,500.00	\$5,025.00
Community Backpack Project	-	\$14,400.00	\$3,953.00
Connections for the Homeless	\$5,000.00	\$5,000.00	\$5,000.00
Des Plaines Community Foundation	\$6,214.00	\$10,000.00	\$5,293.00
Feed My Sheep Des Plaines, Inc.	\$4,500.00	\$5,000.00	\$5,000.00
Hands-On Suburban Chicago	\$2,000.00	\$5,000.00	\$4,087.00
Hopeful Beginnings of St. Mary’s Services	\$5,000.00	\$5,000.00	\$4,824.00
Journeys: The Road Home	\$5,000.00	\$5,000.00	\$4,221.00
Korean American Women in Need (KANWIN)	\$5,000.00	\$7,000.00	\$4,489.00
Kenneth Young Center	\$4,972.00	10,000.00	\$4,355.00
Life Span	\$5,000.00	\$5,000.00	\$5,000.00
Maine Niles Association of Special Recreation	\$2,000.00	\$2,000.00	\$2,000.00
North Shore Senior Center*	\$10,000.00	\$10,000.00	\$6,463.00
North West Housing Partnership-Handyman Program	\$6,116.00	\$6,500.00	\$4,824.00
Northwest Center Against Sexual Assault	\$3,000.00	\$15,000.00	\$4,690.00
Northwest Compass	\$4,048.00	\$15,000.00	\$4,489.00
Northwest Suburban Day Care Center	\$9,500.00	\$10,000.00	\$4,958.00
Open Communities	\$5,544.00	\$8,000.00	\$4,221.00

Self-Help Food Closet & Pantry of Des Plaines*	\$15,000.00	\$15,000.00	\$11,700.00
Shelter, Inc.	-	\$5,000.00	\$4,623.00
Suburban Primary Health Care Council (Access to Care)	\$6,000.00	\$7,000.00	\$5,092.00
The Bridge Youth & Family Services	\$5,000.00	\$5,000.00	\$4,757.00
The Harbour, Inc.	\$3,000.00	\$3,000.00	\$3,000.00
The Josselyn Center*	\$9,500.00	\$11,500.00	\$7,847.00
The Salvation Army: Des Plaines Corps	-	\$8,040.00	\$4,958.00
The Salvation Army Metro. Div. PAI Program	-	\$3,000.00	\$3,000.00
Trinity Lutheran Church- 5 Loaves/2 Fishes Ministry Community Luncheon	-	\$2,000.00	\$2,000.00
<b>Totals</b>	<b>\$160,000.00</b>	<b>\$251,940.00</b>	<b>\$160,000.00</b>

\*For additional information regarding the 2022 Staff Funding Recommendation, please see Attachment 1.

**Recommendation:** As a result of this process, the recommendation from staff is to fund all thirty-three (33) community partner agencies at an amount not-to-exceed \$160,000. A list of the 2022 agency funding allocation recommendations, the point system spreadsheet and key are attached for the Council’s review and approval.

***Attachments:***

Attachment 1: 2022 Funding Recommendations

Attachment 2: 2022 Social Service Funding Application Overview

Resolution # R-81-22 Social Services Program Funding Grant Recipients

2022 Social Service Funding Recommendations

Agency	Agency Application Request	3. Local needs the agency addresses. Points Awarded	8. Agency's engagement of high need and/under served populations	16. Des Plaines residents served in Agency/Program requesting funding		Total of All Agency Points (Out of 100)	Multiplied by \$67.00 (*Up to Funding Request)	2022 Staff Recommended Funding
				# of DP Residents	Points awarded			
Advocate Lutheran General Older Adult Services	\$6,000.00	5	5	119	8	62	\$ 4,154.00	\$ 4,154.00
Alliance for Immigrant Neighbors -Legal Services/Workshops	\$8,000.00	5	5	17	4	58	\$ 3,886.00	\$ 3,886.00
Avenues to Independence	\$2,500.00	5	2	10	4	63	\$ 2,500.00	\$ 2,500.00
Bessie Table	\$3,000.00	10	2	5753**	30	84	\$ 3,000.00	\$ 3,000.00
Center of Concern-Senior Services*	\$16,500.00	10	5	14389	30	95	\$ 6,365.00	\$ 11,365.00
Children's Advocacy Center of N and NW Cook County	\$6,000.00	10	5	63	8	78	\$ 5,226.00	\$ 5,226.00
Clean Up -Give Back.Org	\$12,500.00	10	2	744	30	75	\$ 5,025.00	\$ 5,025.00
Community Backpack Program	\$14,400.00	10	2	69	8	59	\$ 3,953.00	\$ 3,953.00
Connections for the Homeless	\$5,000.00	5	5	232	22	81	\$ 5,000.00	\$ 5,000.00
D.P. Community Foundation-Neighbors Helping Neighbors	\$10,000.00	5	5	600+	30	79	\$ 5,293.00	\$ 5,293.00
Feed My Sheep	\$5,000.00	10	5	350**	22	79	\$ 5,000.00	\$ 5,000.00
HandsOn Suburban Chicago	\$5,000.00	10	2	83	8	61	\$ 4,087.00	\$ 4,087.00
Hopeful Beginnings -St. Mary's Services	\$5,000.00	10	5	61	8	72	\$ 4,824.00	\$ 4,824.00
Journey's: The Road Home	\$5,000.00	5	5	12	4	63	\$ 4,221.00	\$ 4,221.00
KAN-WIN	\$7,000.00	5	5	38	8	67	\$ 4,489.00	\$ 4,489.00
Kenneth Young- Older Adult Services	\$10,000.00	10	5	23	4	65	\$ 4,355.00	\$ 4,355.00
Life Span	\$5,000.00	5	5	294	22	78	\$ 5,000.00	\$ 5,000.00
Maine Niles Association for Special Recreation	\$2,000.00	5	5	71	8	65	\$ 2,000.00	\$ 2,000.00
North Shore Senior Center-Senior Services*	\$10,000.00	10	2	826	30	94	\$ 6,298.00	\$ 6,463.00
North West Housing Partnership- Senior Handyman Program	\$6,500.00	10	5	60	8	72	\$ 4,824.00	\$ 4,824.00
Northwest Center Against Sexual Assault	\$15,000.00	5	5	49	8	70	\$ 4,690.00	\$ 4,690.00
Northwest Compass	\$15,000.00	10	5	104	8	67	\$ 4,489.00	\$ 4,489.00
Northwest Suburban Day Care Center	\$10,000.00	10	5	14	4	74	\$ 4,958.00	\$ 4,958.00
Open Communities	\$8,000.00	10	2	11	4	63	\$ 4,221.00	\$ 4,221.00
Self Help Closet & Pantry of Des Plaines*	\$15,000.00	10	5	403 households	30	100	\$ 6,700.00	\$ 11,700.00
Shelter ,Inc.	\$5,000.00	10	5	22	4	69	\$ 4,623.00	\$ 4,623.00
Suburban Primary Health Care Council (ATC)	\$7,000.00	10	5	177	22	76	\$ 5,092.00	\$ 5,092.00
The Bridge Youth and Family Services	\$5,000.00	10	5	17	4	71	\$ 4,757.00	\$ 4,757.00
The Harbour, Inc.	\$3,000.00	10	5	8	4	71	\$ 3,000.00	\$ 3,000.00
The Josselyn Center*	\$11,500.00	10	5	163	22	92	\$ 6,164.00	\$ 7,847.00
The Salvation Army-Des Plaines Corp	\$8,040.00	10	5	200	22	74	\$ 4,958.00	\$ 4,958.00
The Salvation Army-PAI Program	\$3,000.00	10	5	9	4	64	\$ 3,000.00	\$ 3,000.00
Trinity Lutheran Church/ 5 Loaves and 2 Fish	\$2,000.00	5	5	100**	8	51	\$ 2,000.00	\$ 2,000.00
	\$251,940.00					2392	\$ 148,152.00	\$ 160,000.00

\*\*Yearly meals provided

**2022 Social Service Funding Recommendations**

<b>1. Agency describes clearly describes the local needs it addresses.</b>	<b>Ranking Points</b>
The application fails to describe the local needs the agency addresses.	0
The application partially to describe the local needs the agency addresses.	5
The application fully/thoroughly describes the local needs the agency addresses including the use of local data to describe the overall Des Plaines community need and the specific needs of the residents.	10

<b>2. The Agency clearly describes the engagement of high need and/or underserved population it serves.</b>	<b>Ranking Points</b>
The application fails to explain the strategies the agency uses to specifically and directly address the local needs.	0
The application partially explains the strategies the agency uses to specifically and directly address the local needs	2
The application fully/thoroughly explains the strategies the agency uses to specially and directly address the local needs.	5

<b>3. Residents Served</b>	<b>Ranking Points</b>
Below 25	4
Below 150	8
Below 500	22
Above 500	30

<b>4. How points were calculated</b>
1. To calculate the value of each point we divided \$160,000 by the total amount of points received by the 33 agencies. (\$160,000/2392)
2. Each point is valued at \$ 67.00
3. No agency received more than what they requested, unless awarded more funding due to staff feedback.

<b>*Staff Feedback</b>
Allows HHS to provide funding recommendation beyond an agency's total points or funding request. This is done to reflect their need within the community based on requests for services. Agencies receiving additional funding recommendaiton is noted in <b>orange*</b> .

<b>Type of Services</b>	<b>Agencies providing the service</b>
Youth Crisis Intervention	Bridge Youth & Family Services
Homeless Prevention/ Supportive Services	Connections for the Homeless, Center of Concern, Journeys the Road Home, NW Compass
Interim Shelter for Adults	Connections for the Homeless (intake, approval and assigned a bed for 6 months, males only)
Emergency Shelter/ Transitional Housing Provider for Youth	The Harbour, Inc. and Shelter, Inc.
Sexual and Physical Assault Counseling for Minors	Children's Advocacy Center
Sexual Assault Counseling	NW Center Against Sexual Assault
Domestic Violence Counseling	KAN-WIN, Life Span
Home Repairs/Ramps	DP Community Foundation, NW Housing Partnerships
Senior Service Programs	Kenneth Young Center, North Shore Senior Center, Center of Concern, LGH Older Adult Services
Adoption Services	Hopeful Beginnings/St. Mary's Services
Residential programs for adults with special needs	Avenues to Independence
Primary Health Care-Access to Care	Suburban Primary Health Care
Food Resources	Bessie's Table, Self Help, Feed My Sheep, NW Compass, Salvation Army, 5 Loaves and 2 Fish, Community Backpack Program
Mental Health Services	The Josselyn Center, Access to Care, Kenneth Young
Special Recreation Services	Maine-Niles Special Recreation Association
Subsidized Daycare	NW Suburban Day Care
Transportation for Seniors/Disabled	DP Community Foundation
Immigration Services	Alliance for Immigrant Neighbors
Tenant and Landlord Advocacy	Open Communities
Job Counseling	Center of Concern
Volunteerism	Hands-On Suburban Chicago, Clean Up-Give Back
Emergency Assistance	NW Compass, Concern of Concern, Des Plaines Community Foundation, The Salvation Army
Abuse Intervention Program-	Salvation Army Partner Abuse Intervention Program (PAIP)



## 2022 SOCIAL SERVICE FUNDING APPLICATION AGENCY OVERVIEW

### **Advocate Lutheran General Adult Day Service:**

**Program Overview:** Adult Day Services that contracts with the Illinois Department on Aging's Community Care Program to offer low income seniors supportive daycare services at no out-of-pocket expenses to residents.

**Program to Fund:** Continue to support the Adult Day Service Program's Creative Arts curriculum which benefits clients that have dementia and physical/mental disabilities. Some of these therapeutic activities include art, dance and movement, animal and music therapies. Participation in these types of therapies is shown to lessen anxiety and depressive symptoms by allowing self-expression to be communicated in various ways.

**Agency Partners:** North Shore Senior Services/Kenneth Young Center (senior service providers)

**Funding Request:** \$6,000.00

**Residents Served in Program Seeking Funding:** 119

**Reviewer Score:** 62/100

**Recommended Funding Amount:** \$4,154.00

### **Alliance for Immigrant Neighbors (AIN):**

**Program Overview:** AIN offers affordable legal services to immigrants and refugees i.e. consultations and legal representation on DACA, family petitions, lawful permanent residence (green card), citizenship, etc. AIN also provides workshops to inform immigrants and refugees of opportunities for permanent residence and citizenship.

**Program to Fund:** Continue to support the immigrant legal service program including fees for migration legal services.

**Agency Partners:** Des Plaines Public Library and Maine West High School provide space and/or promotes AIN workshops. Faith Alliance Bible Church allows AIN to use their facility without charge.

**Funding Request:** \$8,000.00

**Residents Served in Program Seeking Funding:** 17

**Reviewer Score:** 58/100

**Recommended Funding Amount:** \$3,886.00

### **Avenues to Independence:**

**Program Overview:** Avenues to Independence provides residential housing at 2 locations in Des Plaines providing 24/7 care to individuals with developmental and intellectual disabilities for ten residents. Avenues Day Programs provide vocational training and recreational activities to 18 additional residents of Des Plaines.

**Program to Fund:** Funding would go toward supporting (1) full-time nurse at the (2) residential homes in Des Plaines.

**Agency Partners:** The agency works with Community Alternatives Unlimited, an agency that provides developmental disability services and case management, Kiwanis and Rotary Clubs and local community businesses for employment i.e. Jewel, Osco and McDonald's

**Residents Served in Program Seeking Funding:** 10

**Funding Request:** \$2,500.00

**Reviewer Score:** 63/100

**Recommended Funding Amount:** \$2,500.00

**Bessie's Table:**

**Program Overview:** Provides a free meal to individuals in need of assistance on Monday nights at First United Methodist Church. As COVID progressed in 2021, Bessie's Table offered a second meal on Fridays night and a bagged lunch for the following day.

**Program to Fund:** Continue to fund Bessie's Table weekly community dinner.

**Agency Partners:** Bessie's Table collaborates with other meal programs that serve Des Plaines residents through the sharing of donations.

**Funding Request:** \$3,000.00

**Meals Served in Program Seeking Funding:** 5753

**Reviewer Score:** 84/100

**Recommended Funding Amount:** \$3,000.00

**Center of Concern:**

**Program Overview:** Center of Concern offers supportive services primarily for the elderly, disabled and those in need such as; counseling, case management, CHORE housekeeping services, home visits, various counseling, family support, professional volunteer services, emergency assistance, financial assistance to prevent homelessness, transportation/shopping for seniors, and information and referral. Instated as a direct response due to COVID-19, Center of Concern offered a free drive-up COVID-19 testing center, providing grocery delivery services and assisting Des Plaines residents who qualified with utilities, rent and mortgage through 2020 Cares Act. During 2020, Center of Concern saw an increase of 30% in requested services.

**Program to Fund:** Continue to financially support all of the services/programs Center of Concern provides to Des Plaines residents.

**Agency Partners:** Networks with local and federal agencies i.e. Age Options (older adult services), The Harbour and Journeys (homeless prevention agencies), Citizens Utility Board, NAMI (mental illness services) MaineStay Youth and Family Services (counseling and education) and the Des Plaines Chamber of Commerce.

**Funding Request:** \$16,500.00

**Residents Served in Program Seeking Funding:** 14,389

**Reviewer Score:** 95/100

**Recommended Funding Amount:** \$11,365.00

**Children's Advocacy Center of North and Northwest**

**Program Overview:** The Children's Advocacy Center provides direct services for child victims of sexual abuse, severe physical abuse, and other violent crimes and their non-offending parents/ family members. The Coordination, Advocacy and Sensitive Interviewing (CASI) Program provides 24-hour emergency response, coordination of the child abuse investigation, expert child interviews, crisis intervention, court advocacy and on-going support and referral services. Direct services are provided through Forensic and Advocacy Services (FAS) and Family Support Services (FSS) Programs. These programs offer intensive, trauma-focused individual and family counseling, child abuse assessments, and parent and child support groups. All services are offered in English and Spanish and are provided free of charge.

**Program to Fund:** Funding request is to support direct services provided through the agencies Forensic and Advocacy Services and Family Support Services Programs.

**Agency Partners:** 38 Sheriff/Police Departments, Cook County State's Attorney Office, Illinois Departments of Children and Family Services, etc.

**Funding Request:** \$6000.00

**Residents Served in Program Seeking Funding:** 63

**Reviewer Score:** 78/100

**Recommended Funding Amount:** \$5,226.00

## **Clean Up- Give Back.Org**

**Program Overview:** Provides individuals/organizations the opportunity to participate in organized clean-up campaigns. Clean Up -Give Back (CU-GB) provides a “flexible service program” that provides community service hours to both court appointed individuals and/or students seeking school requirements. In 2021, CU-GB facilitated 74 clean-ups.

**Program to Fund:** Funding request is to support the Community Cleanup Campaigns and the Flexible Service Program.

**Agency Partners:** Maine West High School, Des Plaines Park District, Methodist Church, Cook County Forest Preserve, Izaak Walton League, River’s Casino, etc.

**Funding Request:** \$12,500.00

**Residents Served in Program Seeking Funding:** 744 volunteers (including students from Willows Academy High School)

**Reviewer Score:** 75/100

**Recommended Funding Amount:** \$5,025.00

## **Community Backpack Project:**

**Program Overview:** This grassroots program works students from School District #62 that qualify for the free/reduced lunch program. This program helps to bridge the gap from a child’s last meal at school on Friday until they return to school on Monday. CBP delivers food every week to District #62 students participating in the program.

**Program to Fund:** To support the Community Backpack Project purchase additional food needed to fill the backpacks for the District #62 students who participate in the program.

**Agency Partners:** Community individuals, school food drives, businesses/service organization, an apartment complex and Boy Scout Troop #6 “Scouting for Food Drive.”

**Funding Request:** \$14,400.00

**Residents Served in Program Seeking Funding:** 69

**Reviewer Score:** 59/100

**Recommended Funding Amount:** \$3,953.00

## **Connections for the Homeless:**

**Program Overview:** Provides housing, re-housing, shelters, employment, case management and supportive services to those who are homeless or who are being burdened with their housing costs.

**Program to Fund:** Funding request is to continue to support Connections for the Homeless programs: eviction prevention, shelter and housing programs.

**Agency Partners:** Alliance to End Homelessness in Suburban Cook County and Continuum of Care (consortium of agencies, municipalities and local agencies i.e. Center of Concern, Catholic Charities, Northwest Compass, Journeys, schools and police departments).

**Funding Request:** \$5,000.00

**Residents Served in Program Seeking Funding:** 232

**Reviewer Score:** 81/100

**Recommended Funding Amount:** \$5,000.00

## **Des Plaines Community Foundation:**

**Program Overview:** Supports the work of the Neighbors Helping Neighbors Program (NHN) under Des Plaines Healthy Community Partnership/Foundation. These programs include: direct assistance to Des Plaines residents with groceries, transportation, minor home repairs, construction of handicapped ramps and provides emergency assistance to residents where no assistance can be located.

**Program to Fund:** Funding request is to continue to support the Neighbors Helping Neighbors Program.  
**Agency Partners:** City of Des Plaines, Elk Grove/Maine Townships, local school/park districts, as well as local organizations e.g. Center of Concern, Catholic Charities, Salvation Army and the Des Plaines Ministerial Association.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 600+

**Reviewer Score:** 79/100

**Recommended Funding Amount:** \$5,293.00

### **Feed My Sheep Des Plaines, Inc.**

**Program Overview:** Provides a free meal to individuals in need of assistance each Wednesday night at Frisbie Senior Center. Feed My Sheep. In 2021, Feed My Sheep provided 2,578 individual meals.

**Agency Partners:** Frisbie Senior Center and in-kind donations from Gordon Food Service, Sam's Fresh Market, Long Horn Steakhouse, KFC, House of Cakes and other community meal programs.

**Funding Request:** \$5,000.00

**Meals Served in Program Seeking Funding:** +/- 350

**Reviewer Score:** 79/100

**Recommended Funding Amount:** \$5,000.00

### **Hands-On Suburban Chicago (HOSC)**

**Program Overview:** Recruits and connects volunteers through its searchable database called Hands-On Connect, which enables users to find volunteer opportunities that best fit their interests, schedules, and location. The program administrator collaborates with partner organizations to identify volunteer needs to over 100 nonprofits and schools throughout 44 suburban Chicago communities.

**Program to Fund:** Funding is for the continued support and development of the HandsOn Connect and the AmeriCorps Seniors programs to mobilize individuals to become volunteers.

**Agency Partners:** City of Des Plaines, Elk Grove/Maine Townships, local school/park districts, and local organizations e.g. Center of Concern, Catholic Charities, Salvation Army and the Des Plaines Ministerial Association.

**Funding Request:** \$5,000.00

**Residents Served in Program Seeking Funding:** 83 Des Plaines residents were placed at nonprofits in Des Plaines.

**Reviewer Score:** 61/100

**Recommended Funding Amount:** \$4,087.00

### **Hopeful Beginnings of St. Mary's Services**

**Program Overview:** The agency's Teen Parenting Program provides counseling, adoption services and other supportive services to women and teens facing unplanned pregnancies.

**Program to Fund:** Funding will offset the professional counseling fees which directly impact the actual teens served in the Teen Parenting Program. This program is designed to teach self-sufficiency to teen parents in District 214 high schools.

**Agency Partners:** Local Hospitals, Red Cross (displaced children and women experiencing disasters and WINGS (domestic violence clients) refer patients for services which include; free counseling, postpartum depression outpatient counseling, mental health and general maternity counseling services.

**Funding Request:** \$5000.00

**Residents Served in Program Seeking Funding:**61

**Reviewer Score:** 72/100

**Recommended Funding Amount:** \$4,824.00

## **JOURNEYS | The Road Home**

**Program Overview:** JOURNEYS provide three interdependent, year-round programs for its clients in need: Emergency PADS Shelter Program, HOPE Day Center and Pathways Housing Readiness Program. Each program works together in response to what each individual or families' unique needs require in order to reach housing stability and self-sufficiency. All programs are free of cost for clients and anyone within the agency's service region (37 communities across north/northwest suburban Cook County) are eligible to seek help from JOURNEYS.

**Program to Fund:** Funding request is to support the Hope Center in Palatine that provides vocational, housing, physical and mental health counseling, food pantry, and clothing closet.

**Agency Partners:** JOURNEYS partners with Heartland Health, CEDA Northwest, WINGS, Northwest Community Hospital, Shelter Inc., Share, Kenneth Young, Alexian Brothers Outpatient Mental Health, and other organizations.

**Funding Request:** \$5000.00

**Residents Served in Program Seeking Funding:** 12

**Reviewer Score:** 63/100

**Recommended Funding Amount:** \$4,221.00

## **Korean American Women in Need (KAN-WIN)**

**Program Overview:** KAN-WIN provides crisis intervention through a bi-lingual 24-hour hotline and case management services for domestic violence victims in the Asian immigrant community.

**Program to Fund:** Multilingual crisis intervention and advocacy program.

**Agency Partners:** Life Span who provides legal services to clients and Sammool Church for Women who refer Domestic Violence clients for services.

**Funding Request:** \$7,000

**Residents Served in Program Seeking Funding:** 38

**Funding Request:** \$7,000

**Reviewer Score:** 67/100

**Recommended Funding Amount:** \$4,489.00

## **Kenneth Young Center**

**Program Overview:** Kenneth Young is a senior services agency that serves Des Plaines residents over the age of 60 residing in Elk Grove Township. Services include case management, counseling, community care services and adult protective services.

**Program to Fund:** Funding request is to support the Adult Protective Services (APS) program to provide ongoing intensive casework to older adults who have been the victims of abuse and neglect.

**Agency Partners:** KYC is one of the 42 designated Care Coordination Units (CCU) through the Illinois Department of Aging and the Adult Protective Services. KYC maintain a working partnership with local municipalities and agency resource collaboratives in connecting with nonprofit providers to ensure collaboration of client care.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 23

**Reviewer Score:** 65/100

**Recommended Funding Amount:** \$4,355.00

## **Life Span:**

**Program Overview:** Provides legal civil representation, informational resources and counseling for victims of domestic violence or sexual assault. Also provides community education, violence prevention programming in schools and a 24/7 crisis hotline.

**Program to Fund:** Request is to support the programs/services provided by Life Span.

**Agency Partners:** Life Span specializes in complicated and high conflict divorce and/or custody cases in which domestic violence is a critical feature. Other agencies/programs are not providing these services because they are Life Spans largest referral source. Other sources of referrals include police departments, the State's Attorney's Office and hospitals. Life Span services free of charge.

**Funding Request:** \$5,000

**Residents Served in Program Seeking Funding:** 294

**Reviewer Score:** 78/100

**Recommended Funding Amount:** \$5,000.00

### **Maine Niles Association of Special Recreation**

**Program Overview:** MNASR provides transportation to residents of Des Plaines individuals with special needs to recreational programming using MNASR Accessible Transportation Service. This service provides opportunities for disabled individuals to connect with their community and discover their potential.

**Program to Fund:** MNASR is requesting continued support towards the cost of their transportation services.

**Agency Partners:** MNASR collaborates with six park districts and one recreation departments, supportive housing; Clearbrook Choice, Avenues, SEARCH, Over the Rainbow, Orchard Village Local School Districts/special education cooperatives offering before, during and after school leisure education school programming.

**Funding Request:** \$2,000.00

**Residents Served in Program Seeking Funding:** 71

**Reviewer Score:** 65/100

**Recommended Funding Amount:** \$2,000.00

### **North Shore Senior Center**

**Program Overview:** A Senior Services Agency that serves Maine Township residents aged 60+and adults with disabilities case management, counseling, community care services and adult protective services.

**Program to Fund:** To continue to support the programs/services provided by the Senior and Family Services Department.

**Agency Partners:** NSSC is one of the 42 designated Care Coordination Units (CCU) through the Illinois Department of Aging and the Adult Protective Services. Referrals come from individuals, family members, concerned neighbors and agencies such as City of Des Plaines, Frisbie Senior Center, Francis Manor, Catholic Charities, Center of Concern, etc.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 826

**Reviewer Score:** 94/100

**Recommended Funding Amount:** \$ 6,463.00

### **North West Housing Partnership**

**Program Overview:** The Northwest Housing Partnership's Handyman Program (NWHP) coordinates and provides experienced, insured handyman to assist residents with minor, non-emergency repairs. The cost will range from \$10, \$20, \$30 per hour depending on an individual's income.

**Program to Fund:** In conjunction with the Handyman Program, NWHP will screen applicants to see if they qualify for the Capable Program which will provide an occupational therapist and a nurse as well as handyman services to assist seniors to remain in their homes as long as they are able.

**Agency Partners:** NWHP has been involved with the screening/processing for the (2) Home Repair Programs funded under Community Development Block Grant program for the City of Des Plaines.

**Funding Request:** \$6,500.00

**Residents Served in Program Seeking Funding:** 60

**Reviewer Score:** 72/100

**Recommended Funding Amount:** \$4,824.00

### **Northwest Center Against Sexual Assault**

**Program Overview:** Offers free services to sexual assault survivors and their loved ones within the North and Northwest Suburbs of Cook County. Provides victim centered 24/7 crisis intervention, advocacy and counseling and prevention.

**Program to Fund:** Funding request is to continue to support the Sexual Assault Intervention Program.

**Agency Partners:** NWCASA has a Network agreement with 11 area hospitals to provide 24/7 emergency room response to victims of sexual violence and 29 police departments in Cook County including Des Plaines; provides educational programs to service organizations and community schools.

**Funding Request:** \$15,000.00

**Residents Served in Program Seeking Funding:** 49

**Reviewer Score:** 70/100

**Recommended Funding Amount:** \$ 4,690.00

### **Northwest Compass**

**Program Overview:** Northwest Compass offers programs in three major categories - Stabilization, Empowerment and Housing. These programs provide crisis intervention, comprehensive solution-focused case management, counseling, resources and various support services.

**Program to Fund:** Request is to provide funding to Des Plaines residents who are in crisis and need assistance that is not readily available through local agencies.

**Agency Partners:** Utilizes the North Suburban Cook County Alliance to End Homelessness as a clearing house to determine if assistance has already been provided to a client and Kenneth Young Center's Mental Health Services. Northwest Compass also assisted Des Plaines residents qualify for the CARE Act Funds received by the City of Des Plaines.

**Funding Request:** \$15,000.00

**Residents Served in Program Seeking Funding:** 104

**Reviewer Score:** 67/100

**Recommended Funding Amount:** \$ 4,489.00

### **Northwest Suburban Day Care Center**

**Program Overview:** Provided high quality daycare for children ages 15 months to 5 years for low-income families.

**Program to Fund:** Funding request is to help off-set daily costs of the day care center not covered by government programs.

**Agency Partners:** Church provides the facility rent free; Maine Township, City of Des Plaines; local churches, Des Plaines Kiwanis, the Park Ridge Community and private citizens.

**Funding Request:** \$10,000.00

**Residents Served in Program Seeking Funding:** 14

**Reviewer Score:** 74/100

**Recommended Funding Amount:** \$4,958.00

### **Open Communities**

**Program Overview** Open Communities provides advocacy, education and resource for tenants and landlords.

**Program to Fund:** Funding requests is for the Fair Housing Enforcement Program and Housing Counseling and Education Program.

**Agency Partners:** Open Communities collaborate/receives community support from libraries, community centers, social service agencies as well as donors and foundations.

**Funding Request:** \$8,000.00  
**Residents Served in Program Seeking Funding:** 11  
**Reviewer Score:** 63/100  
**Recommended Funding Amount:** \$ 4,221.00

**Self-Help Food Closet & Pantry of Des Plaines**

**Program Overview:** Provides food and clothing to Des Plaines residents in need. SHFC&P is managed by one employee and the rest are volunteers. They rely solely on donations and fundraising.

**Program to Fund:** SHFC&P is requesting funds to purchase food that will supplement the donated supply. In addition to serving an increased number of clients during the pandemic, they may add a third day of the week and/or extend the hours for food distribution.

**Agency Partners:** SHFC&P maintains contact with other Des Plaines food pantries and churches that serve meals, as well as through membership in organizations that provide networking opportunities e.g. Des Plaines Ministerial Association and the Des Plaines Chamber of Commerce. The Des Plaines Community continues to provide tremendous support through various food drives.

**Funding Request:** \$15,000.00

**Residents Served in Program Seeking Funding:** Since March 2020 clients have been served curbside so individual counts are not available, however, 403 Des Plaines households have been assisted.

**Reviewer Score:** 100/100

**Recommended Funding Amount:** \$11,700.00

**Shelter, Inc.**

**Program Overview:** Shelter, Inc. is a community based, emergency and longer-term housing for children and adolescents who are abused, neglected, dependent or in need of supervision.

**Program to Fund:** Funding request is to provide support for the Clinical Program staff being utilized by the youth and their families.

**Agency Partners:** Des Plaines residents and business provide financial and in-kind contributions and letters of support. Recently letters of support from residents and staff from the Village of Arlington Heights approving their new Transitional Living Program facility.

**Funding Request:** \$5,000.00

**Residents Served in Program Seeking Funding:** 22

**Reviewer Score:** 69/100

**Recommended Funding Amount:** \$ 4,623.00

**Suburban Primary Health Care Council (Access to Care)**

**Program Overview:** Access to Care is a non-profit health care program for low-income uninsured and under-insured people living in suburban Cook County that connects residents with primary health care services.

**Program to Fund:** Funding request is to support the Access to Care program.

**Agency Partners:** Access to Care has coordination agreements with over 60 agencies who serve the same population for different services addressing the social determinants of health such as housing, employment services, food insecurities etc. Formal partnerships exist with organizations such as Loyola University, Healthcare Alternative Systems, Chicago Dental Society and Presence Health to provide benefits to those in need.

**Funding Request:** \$7,000.00

**Residents Served in Program Seeking Funding:** 177

**Reviewer Score:** 76/100

**Recommended Funding Amount:** \$5,092.00



## **The Bridge Youth & Family Services**

**Program Overview:** The Bridge's Crisis Intervention program provides services to Des Plaines youth who have runaway, are locked-out, suicidal or homeless and need immediate intervention. The program successfully reunifies 92% of youth with their families. Without services to aid reunification many of these youth are at risk of entering the juvenile justice or child welfare systems.

**Program to Fund:** The Bridge's Crisis Intervention Program

**Agency Partners:** Northwest suburban police departments, youth serving providers and school staff.

**Funding Request:** \$5,000.00

**Residents Served in Program Seeking Funding:** 17

**Reviewer Score:** 71/100

**Recommended Funding Amount:** \$4,757.00

## **The Harbour, Inc.**

**Program Overview:** The Harbour, Inc. provides an emergency shelter and transitional housing via both congregate group homes (serving female and transgender youth) and scattered-site apartments with rent subsidies (serving all youth).

**Program to Fund:** Funding request is to support the Emergency Shelter and Transitional Housing programs for homeless youth.

**Agency Partners:** Maine Township High Schools, agencies that provide Comprehensive Community Based Youth Services (CCBYS) in our service area, Suburban Chicago Homeless and Runaway Program which includes; The Bridge Youth and Family Services, OMNI Youth Services, and Youth & Opportunity United, Chicago Coalition for the Homeless, the Alliance to End Homelessness in Suburban Cook County, the Association of Homeless Advocates in the North/Northwest District (AHAND), Illinois Collaboration on Youth, and the Coordinated Service Referral Network for trafficking victims.

**Funding Request:** \$3,000.00

**Residents Served in Program Seeking Funding:** 8

**Reviewer Score:** 71/100

**Recommended Funding Amount:** \$3,000.00

## **The Josselyn Center**

**Program Overview:** The Josselyn Center is the sole provider of Medicaid and Medicare outpatient psychiatric serves within a 375-square-mile area. This agency provides comprehensive mental health services which include medication monitoring, therapy/counseling, case management, psychological testing and psychiatric evaluation. The Josselyn Center offers their services at Maine Township in Park Ridge.

**Program to Fund:** Request is for continued support for The Josselyn Center's outpatient mental health services for low-income residents of Des Plaines.

**Agency Partners:** Illinois Association for Behavioral Health, NorthShore University Health System, Crisis Response Network of the North Shore; Consortium of schools/agencies in northern Cook County that responds to and provides supports for youth behavioral health crises. Community Advisory Committee, Illinois Department of Human Services Crisis Staffing program. Formal partnerships with agencies include; MaineStay Youth and Family Services (supportive service provider for psychiatrist services) and Connections for the Homeless (clinical therapy services).

**Funding Request:** \$11,500.00

**Residents Served in Program Seeking Funding:** 163

**Reviewer Score:** 92/100

**Recommended Funding Amount:** \$ 7,847.00

### **The Salvation Army-Des Plaines Corp**

**Program Overview:** The Salvation Army provides various programs to assist individuals/families that are struggling to make ends meet. Some of these programs include: assistance with rent and utility bills, clothing and furniture vouchers, access to their food pantry, Breakfast with Baby (providing diapers/formula) and as well as Youth Programs.

**Program to Fund:** Request is to support the Social Service and Youth Programs.

**Agency Partners:** Local townships, service organizations, and community/business support for backpacks with school supplies drive, the Holiday Angel Tree Program and Walmart for their Kettle Campaign.

**Funding Request:** \$8,040.00

**Residents Served in Program Seeking Funding:** 200

**Reviewer Score:** 74/100

**Recommended Funding Amount:** \$4,958.00

### **The Salvation Army PAI Program**

**Program Overview:** The Partner Abuse Intervention Program (PAIP) is a program for men arrested for domestic violence. Approved by the State of Illinois, the PAI program provides a 26- week psych-educational format. The goal is to protect the victim and challenge the attitudes and thinking of the offender.

**Program to Fund:** Request is to support the Partner Abuse Intervention Program

**Agency Partners:** Rolling Meadows and Skokie courthouses refer domestic violence perpetrators to this program.

**Funding Request:** \$3,000.00

**Residents Served in Program Seeking Funding:** 9

**Reviewer Score:** 64/100

**Recommended Funding Amount:** \$ 3,000.00

### **Trinity Lutheran Church -5 Loaves and 2 Fish**

**Program Overview** Provides a hot lunch consisting of an entree, soup, salad, side dishes, desserts and beverages on the second Saturday of each month. Extra meals are given to participants to take home.

**Program to Fund:** Funding request is to support the monthly meal program.

**Agency Partners:** Des Plaines Pantries and Trinity Lutheran Church

**Funding Request:** \$2,000.00

**Meals Served in Program Seeking Funding:** 100

**Reviewer Score:** 51/100

**Recommended Funding Amount:** \$ 2,000.00

**CITY OF DES PLAINES**

**RESOLUTION R - 81 - 22**

**A RESOLUTION AUTHORIZING THE DISBURSEMENT OF SOCIAL SERVICES FUNDS TO THIRTY-THREE SOCIAL SERVICE AGENCIES.**

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations and corporations, in any manner not prohibited by law or ordinance; and

**WHEREAS**, the City has appropriated \$160,000 during the 2022 fiscal year for disbursement to social services agencies that provide services to Des Plaines residents ("*Social Services Funding*"); and

**WHEREAS**, the City Health and Human Services Division has received and reviewed applications for Social Services Funding from various social services agencies that serve the City; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to disburse the Social Services Funding in the manner set forth in this Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

**SECTION 1: RECITALS.** The foregoing recitals are incorporated into, and made a part of, this Resolution as the findings of the City Council.

**SECTION 2: APPROVAL AND AUTHORIZATION TO DISBURSE FUNDS.** The City Council hereby approves, and the City Manager is hereby authorized to make, the disbursement of the Social Services Funding to the following social services agencies as follows:

<b>Agency Name</b>	
Advocate Lutheran General's Older Adult Services	\$4,154.00
Alliance for Immigrant Neighbors	\$3,886.00
Avenues to Independence	\$2,500.00
Bessie's Table	\$3,000.00
Center of Concern*	\$11,365.00
Children's Advocacy Center of Northwest Cook County	\$5,226.00
Clean Up-Give Back.org	\$5,025.00
Community Backpack Project	\$3,953.00
Connections for the Homeless	\$5,000.00

Des Plaines Community Foundation	\$5,293.00
Feed My Sheep Des Plaines, Inc.	\$5,000.00
Hands-On Suburban Chicago	\$4,087.00
Hopeful Beginnings of St. Mary's Services	\$4,824.00
Journeys: The Road Home	\$4,221.00
Korean American Women in Need (KANWIN)	\$4,489.00
Kenneth Young Center	\$4,355.00
Life Span	\$5,000.00
Maine Niles Association of Special Recreation	\$2,000.00
North Shore Senior Center*	\$6,463.00
North West Housing Partnership-Handyman Program	\$4,824.00
Northwest Center Against Sexual Assault	\$4,690.00
Northwest Compass	\$4,489.00
Northwest Suburban Day Care Center	\$4,958.00
Open Communities	\$4,221.00
Self-Help Food Closet & Pantry of Des Plaines*	\$11,700.00
Shelter, Inc.	\$4,623.00
Suburban Primary Health Care Council (Access to Care)	\$5,092.00
The Bridge Youth & Family Services	\$4,757.00
The Harbour, Inc.	\$3,000.00
The Josselyn Center*	\$7,847.00
The Salvation Army: Des Plaines Corps	\$4,958.00
The Salvation Army Metro. Div. PAI Program	\$3,000.00
Trinity Lutheran Church- 5 Loaves/2 Fishes Ministry Community Luncheon	\$2,000.00
<b>Total</b>	<b>\$160,000.00</b>

**SECTION 3: EFFECTIVE DATE.** This Resolution shall be in full force and effect from and after its passage and approval according to law.

**[SIGNATURE PAGE FOLLOWS]**

**PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

**VOTE:** AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT \_\_\_\_

---

**MAYOR**

ATTEST:

Approved as to form:

---

**CITY CLERK**

---

**Peter M. Friedman, General Counsel**

DP-Resolution Authorizing the Disbursement of Social Service Funds to 28 Agencies 2021